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Assets 14½ Millions.



General Manager: W. A. WORKMAN, F.I.A.

The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, MAY 12, 1923.

ANNUAL SUBSCRIPTION, PAYABLE IN ADVANCE.

£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

* * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

Our American Friends.

ON THE OCCASION of the *Law Journal* Centenary last December we wrote an article on "The Legal Press," which was intended to describe the activities of legal journalism in America and here, and also to give praise where praise was due; and we hoped that the article would also afford pleasure to some of our contemporaries, especially over the water. We are gratified, therefore, to see that the *Massachusetts Law Quarterly*, the journal of the Massachusetts Bar Association, has accepted the compliment we intended to convey, and it reprints our article in its issue for February. A very interesting feature of the number is a discussion of the proposal to make women liable for jury service, and arguments on either side are given. There are advantages in discussing a change of this kind before it is made.

Counsel and the House of Lords.

SINCE THE REGRETTABLE mischance which led to so unfortunate a controversy between Lord BIRKENHEAD and Sir JOHN SIMON is likely to be referred to the joint consideration of the Lord Chancellor and the Attorney-General, we need not comment on the actual incident except to express a sentiment generally shared by the Bar, that the ex-Chancellor might have shown more tact and consideration for the difficulties of an eminent counsel, whose character for honourable dealing is of the first order, and whose alleged breach of etiquette was obviously unintentional. On the general issue surely the time has come for the abolition of the peculiar privilege possessed by the House of Lords of insisting on their prior claim to the attendance of counsel. If an advocate is retained in three cases which come on in (1) the Divisional Court, (2) the Court of Appeal, and (3) the House of Lords, only he himself can say which of his clients runs the greatest danger of suffering by his absence. When he is retained in a murder trial, a murder appeal, a divorce suit, or one affecting the liberty of the subject, it seems obvious that the client in such a case—not the House of Lords—should have the first call on his services; his need is the greatest. Sir PHILIP

SIDNEY, at the battle of Zutphen, rejected the cup of water in favour of the dying private, for "his need is greater than mine." Such, surely, is the true law of "*Noblesse Oblige*"; not one which claims inveterate priority for the House of Lords. Only counsel, who knows best the capacity of his juniors, can really tell in which court his client's "need is the greater."

The Call of Mr. Beck to the English Bar.

WE VENTURED last week to question the propriety of the action of the Benchers of Gray's Inn in calling Mr. J. M. BECK, an American lawyer, to the Bar without his having complied with the ordinary regulations for call to the Bar. Reference has been made in the Press to the case of the late Mr. BENJAMIN; but on his arrival in England with only slight means, for nearly all his property had been lost or confiscated, he entered, according to the "Dictionary of National Biography," as a student at Lincoln's Inn in January, 1866, and at once began the study of English law as a pupil of Mr. CHARLES POLLOCK. He obtained, however, through the interest of GIFFORD and TURNER, L.JJ., and PAGE WOOD, V.C., and Sir FITZROY KELLY, a dispensation from the usual three years of studentship, and he was called to the English Bar on 6th June, 1866, at the age of fifty-five. Two years later appeared his work on Sale, and after that his practice grew rapidly. Notwithstanding the dispensation which, as just stated, he received, his case is quite different from that of Mr. BECK. Moreover, though this does not appear to be essential for call to the English Bar, he was by birth of British nationality. The admittance to the Bar of a refugee from a kindred nation, who came to England to make a fresh career for himself, was an act of hospitality which was natural and proper. We have no desire to say anything further as to Mr. BECK's case, except that the Benchers of Gray's Inn have still to justify a course of action which *prima facie* was irregular, and at any rate should have had the concurrence of the other Inns of Court.

The Illegality of the Irish Deportations.

IN OUR OBSERVATIONS at the time on the Irish Deportations, *ante*, p. 377, we admitted that on the authority of *Zadig's Case*: *R. v. Halliday*, 1917, A.C. 260, Defence of the Realm Regulation 14b was legal, notwithstanding Lord SHAW's famous defence of *Magna Carta*, and that on the authority of *Brady's Case*, 91 L.J. K.B. 98, the corresponding regulation under the Restoration of Order in Ireland Act applied to persons in England as well as Ireland, notwithstanding the dissentient judgment of SCRUTTON, L.J. But we pointed out that, since *Brady's Case* was decided, the constitutional relations between England and Ireland had been completely altered, and we suggested that the Irish regulation was no longer applicable to persons in England and Scotland. This suggestion is shewn to be correct by the unanimous judgments delivered in the Court of Appeal (BANKES, SCRUTTON and ATKIN, L.JJ.) on Wednesday in *O'Brien's Case*. Of the various grounds on which the deportations are held to have been illegal, the simplest is perhaps that which was put by Lord Justice BANKES at the beginning of his judgment. The power to intern implies the power to release, and since, owing to changes in the constitutional relation of England and Ireland, the English Home Secretary has no power over persons in Ireland, he has ceased to have power to order their internment there. It was held in *Ex parte Anderson*, 1861, 3 E. & E. 487, that the superior courts here could issue a writ of habeas corpus to any part of the dominion of the Crown, even to those in which an independent local legislature had been established. But this was overruled by the Habeas Corpus Act, 1862, which provides that no writ of habeas corpus shall issue out of England into any colony or foreign dominion of the Crown which has a lawfully established court or courts of justice with authority to issue the writ and to ensure its due execution. The Irish Free State has now a separate executive, and the English Home Secretary loses all legal control if he sends a prisoner there. Even if he can order detention, he cannot order release, and the exercise of the former power implies that he retains the latter. Hence he cannot exercise the former.

The Grounds of the Illegality.

THE OTHER GROUNDS on which the deportations are held to be illegal are summed up in the following passage from the judgment of Lord Justice SCRUTTON, but we should point out that since the deportations certain Orders in Council have been made—27th March and 21st April—which, apparently, were intended to give a retrospective legality to the deportation. This is the learned Lord Justice's summary as reported in *The Times*, 10th inst. :—

I am, therefore, of opinion that the order of the Secretary of State dated March 27th, 1923, ordering the internment of Art O'Brien in the Irish Free State in such place as the Irish Free State Government may determine, and subject to all the rules and conditions applicable to persons there interned, was illegal, on the following grounds :— (1) That it could only be made under the regulations by a Chief Secretary for Ireland; (2) that if a Secretary of State had originally power to make it, his power was determined by the setting up of an Irish Constitution and an Irish Executive; (3) that there was never any power to order internment in a place over which the Government or person issuing the order had no control, or to order arrest for the purpose of such internment; (4) that, so far as the Orders in Council of March 27th and April 21st, 1923, purport to support the order, they are *ultra vires* and invalid.

Similarly Lord Justice ATKIN came "to the definite conclusion that the order made by the Home Secretary is invalid, and that the imprisonment of the applicant thereunder is unlawful." It was argued on behalf of the Home Secretary that, even so, the writ could not issue against him because he had ceased to have control of the appellant. But this hardly agrees with the estoppel which he has raised against himself by his declarations in the House of Commons, that by agreement with the Free State Government he has in substance retained control. On the authority of *Barnardo v. Ford*, 1892, A.C. 326, the court considered that the writ should go.

Concerning Orders in Council.

THE COURT OF APPEAL suggested that there might have been ground for the arrests, but that is a matter with which they admitted they were not concerned, and we are equally unconcerned with it in making our comments. "The law of this country," said Lord HERSCHELL in a passage which SCRUTTON, L.J., quoted from *Cox v. Hakes*, 15 App. Cas. p. 527, "has been very jealous of any infringement of personal liberty," and the Lord Justice added: "This care is not to be exercised less vigilantly because the subject whose liberty in question may not be particularly meritorious." But this, as well as the regret expressed by Lord Justice BANKES, that the Court should have been called upon to consider the legality of the Home Secretary's action, is quite irrelevant. The whole course of recent decisions of the courts is to show that the exercise of the powers of the Executive requires free criticism and appropriate judicial restraint. Largely this has been due to the power freely given by Parliament for the issue of Orders in Council. We called attention a month ago, *ante*, p. 431, to the article by Sir LYNDEN MACASSEY, K.C., in the February number of the *Journal of Comparative Legislation* on "Law-Making by Government Departments," and to the enormous mass of inferior legislation which now exists. In this connection we may quote the concluding passage of the judgment of BANKES, L.J. :—

"In conclusion, it may not be out of place to observe upon the practice of legislation by means of Orders in Council that, though the practice may be a convenience to Parliament, it is one which leads to inconveniences and difficulties and dangers, of which the present case is only one example. Laws are made the drafting of which has never been subjected to criticism in Parliament, and, when made, they are not included in the Statute-book. The result is that, in the first place, they are difficult to find, and, when found, more often than not they are difficult of interpretation, whether it be by a lawyer, who is called upon to interpret them, or by a Minister of the Crown, whose duty it is to administer them."

The Drafting of the Orders.

AND AS TO THE Order in Council which applied, for the purpose of the "restoration of order" in Ireland, the Defence of the Realm Regulations, the remarks of SCRUTTON, L.J., are suggestive and amusing :—

"There appears to have been no careful consideration of which of these regulations were concerned with the restoration of order in

Ireland, especially as far as their application to England was concerned. Otherwise it is difficult to understand why in 1920 it was desirable for the restoration of order in Ireland to regulate the cultivation of hops in England (Reg. 2 NN), or the keeping of pigs in England (Reg. 2 O), or the capture for food of migratory birds or rabbits in England (Reg. 2 N), or to limit English season tickets (Reg. 7 N), or to forbid persons in England to have in their possession more silver coinage than they reasonably required (Reg. 30 EM), or to provide for the discipline in England of the naval and military forces of his Majesty's Allies (Reg. 45 F), and these are only a few of the regulations which are excellent for the defence of the realm in time of foreign war, but yet have nothing to do with the maintenance of law and order in Ireland. Why these regulations were ever enacted in this lazy and unintelligent way I do not understand."

And, in conclusion, just to show we have not overlooked it, we may call attention to Judge PARRY's chapter "Concerning Orders in Council" in "What the Judge Thought," a book which we have delayed too long in noticing. We hope to do so next week. To all intents and purposes, he says, Orders in Council to-day are statutes made by civil servants instead of statutes enacted by Parliament. And this in a country which, as Mr. E. S. P. HAYNES has reminded us, MONTESQUIEU said: "*C'est le peuple du monde qui a le mieux su se prévaloir . . . la liberté.*" Apparently there is to be an appeal to the House of Lords in *O'Brien's Case*. As to the expediency of this and its probable result, we have, of course, nothing to say.

The Workmen's Compensation Bill.

THERE WAS an interesting debate in the House of Commons on the 4th inst., on the second reading of the Workmen's Compensation Bill, introduced by Mr. J. H. THOMAS. The Home Office Committee, of which Mr. HOLMAN GREGORY, K.C., was Chairman, reported in July, 1920, and the recommendations included one for the State supervision of rates of insurance premiums, with a view to the restriction of the profits of the companies. On the evidence it appeared that the proportion absorbed in management expenses and profits was unduly high, and it was proposed that this should be restricted to 30 per cent., leaving 70 per cent. available for benefits to injured workmen and their dependants. Certain additional classes were to be brought into the scheme of compensation, such as taxi-cab drivers, and share fishermen on trawlers, and the amounts of allowances for compensation were to be varied. But the most interesting recommendation, perhaps, from the legal point of view, was that the words "accident arising out of and in the course of the employment" should remain unaltered, for the reason that the phrase had been the subject of so much judicial construction that its meaning was well settled. The soundness of this reason is very doubtful, and Mr. THOMAS's Bill, besides proposing to give effect to certain of the recommendations of the Committee, including those for restriction of rates of premium, inclusion of other workmen, and the new scheme of compensation referred to above, proposes to omit the words "arising out of" in the phrase just quoted, and to allow compensation for injury "by accident in the course of the employment." The recent debate, it may be presumed, is only preliminary to the Government Bill, which the Home Secretary hopes to get printed before Whitsuntide, and to have debated immediately after Whitsuntide. He does not agree with striking out these words entirely, but he hopes, he says, to get some words which will do justice to workmen, and prevent their forfeiting compensation through some irregularity. "After Whitsuntide" promises to be a fairly busy time in Parliament. The new Rent Restriction Bill which, it has been stated, is not yet settled in principle, much less drafted, is due then; and there is a little matter of the Amending and Consolidating Law of Property Bills which should be coming on.

The New House Property Assessments.

THE QUESTIONS which are being discussed in the Daily Press in relation to the new assessments of house property for income tax and inhabited house duty are rather matters of valuation than of legal interest. By s. 32 of the Finance Act, 1922, provision was made for the assessment of "Schedule A property—

i.e., lands, tenements, hereditaments and heritages in the United Kingdom—for 1923-24, on the basis of the annual values for 1922-23; but a reduction can be obtained where the annual value for the year of assessment is shewn to be less than the annual value for the earlier year. But the actual assessment is made in accordance with the Schedule A rules, as varied in respect of deduction for repairs by s. 24 of the Act of 1922. Thus the assessment is (1) the rent at which the premises are let if this is a rack rent, and the rent has been fixed by agreement within seven years before the assessment; and (2) if the premises are not let at a rack rent so fixed, then the rack rent at which they are worth to be let by the year: Sched. A, No. I. Now the meaning of rack rent varies according to the subject. For the purpose of the Solicitors' Remuneration Order, premises let on long lease at the full market rent, on the terms of the tenant paying rates and doing all repairs, are let at a rack rent: *Re Sawyer and Withall*, 1919, 2 Ch. 333. But it seems that for taxing purposes the lessor is supposed to repair and the tenant to pay rates. This gives the gross rack rent, and then to ascertain the amount on which the tax is to be collected there is an allowance for repairs according to the rule set out in s. 24 of the Act of 1922, in substitution for that in rule 7 of Schedule A, No. V. This is one-fourth, one-fifth, or one-sixth of the assessment according as the assessment is not over £20, or is from £20 to £40, or is over £40. Hence, where rents have been fixed within seven years, there is little room for error. The difficulty arises where the rent has not been so fixed, and then the rack rent has to be estimated. It is with regard to the mode of this estimation that it seems the Land Union is going to take a test case to the Courts.

Testamentary Gifts to Servants.

NOT MANY WEEKS ago it was held by the Court of Appeal that a testator intended to include, among the "domestic servants" entitled to benefit under his will, a chauffeur, a coachman and a gardener. There must be, however, some limit beyond which the term "servant" cannot be stretched, and it is not surprising that a recent decision of ROMER, J., on this question was upheld by the Court of Appeal last week (see *Rosse*; *Parsons v. Rosse*, *Times*, 2nd inst.). In that case a testatrix bequeathed "to each of my indoor and outdoor servants not in receipt of daily, weekly, or monthly wages, who shall be in my service at my death and shall have been in such service for at least three years immediately preceding, and who shall not be under notice to leave given or served, one year's wages in addition to wages then due," and it was held that a land agent in receipt of a salary of £600 a year, payable half-yearly, and his son who was employed in the estate office as assistant to his father at a salary of £200 a year, payable quarterly, were ineligible. Although some sympathy may be felt with them in their failure to gain inclusion in the class of persons intended to benefit under the clause in question, it cannot fail to be refreshing to the onlooker, in this democratic age, to contemplate the novel situation of people of some position pertinaciously seeking to be regarded as servants. The case, however, caused little difficulty to those who were called on to adjudicate upon it, for while ROMER, J., observed that in his view not one English person in ten thousand, when referring to men in the position of the appellants, would refer to either as outdoor servants in receipt of a wage, the Master of the Rolls went so far as to say that he did not believe that there was anyone outside the Law Courts and their immediate vicinity who would suggest that the appellants were servants in receipt of wages.

The Statutory Right to a Jury in Charges of Fraud.

SECTIONS 2 and 3 of the Administration of Justice Act, 1920, of course, preserve the absolute right of a party to have a civil suit tried with a jury "where the action or matter is one in which fraud is alleged." Some ingenious pleaders, anxious to have juries, are in the habit of always alleging some colourable appearance of fraud in every common law action, just to preserve this option. This has put Masters and Judges in a situation of much difficulty, as to whether they can disregard colourable

allegations and exercise their discretion in such cases notwithstanding the section; and *Everett v. Islington Guardians*, 1923, 1 K.B. 44, has now laid down a rule which assists in such circumstances. A mere allegation of fraud is not enough, the Court held; there must be a relevant issue of fraud. A similar point, of course, arises in arbitration cases, where a submission to arbitration is relied on as a ground for staying an action in the courts; where fraud is alleged the court will not stay the proceedings, but it must be a genuine and serious fraud: *Waller v. Hirst*, 1856, 1 C.B.N.S. 316. The alleged ground must be (1) a substantially fraudulent act, not merely the delivery of an inferior or spurious article or the like; (2) an essential incident of the case to be tried, not a mere collateral matter; and (3) disputed, by the other side, not confessed and avoided.

The Unsolicited Testimony of a Witness.

A NOVEL point of practice arose in *Rez v. Redd*, 1923, 1 K.B. 104. It is well known that a person who gives evidence on his own behalf cannot be cross-examined as to previous convictions, unless he either calls evidence of good character or attacks the character of the witnesses for the prosecution. Nor can evidence of bad character be given against him, unless he has put his character in issue by calling evidence of good character. In *Rez v. Redd*, *supra*, the defence did not tender any evidence of good character; but one of the witnesses, of his own accord, and not in response to any questions of counsel, volunteered the statement that the accused had an excellent character. The Crown proposed to call rebutting evidence, and the question of the legality of this came before the Court of Criminal Appeal. It was held that such rebutting evidence is inadmissible, since the accused cannot be held responsible for unsolicited testimony given by a witness he has called; only answers given in reply to the prompting of counsel can be treated as evidence called by him. The question next arises, whether a conviction recorded in these circumstances can be saved on the ground that, notwithstanding the error in the reception of inadmissible evidence for the Crown, there has been "no substantial miscarriage of justice," in accordance with the rule provided for such cases by s. 4 of the Criminal Appeal Act, 1907. The answer is that the point is not merely technical, since juries may be improperly influenced in their judgment by hearing such evidence of bad character; therefore the conviction must be quashed.

The Peace Order and Infants' Property.

MR. JUSTICE ASTBURY, in the recent case of *In re Neuburger's Settlement; Foreshaw v. Public Trustee*, ante p. 500, 1923, W.N. 119, has quieted the question raised by YOUNGER, L.J.'s, *dicta* in the recent case of *In re Rush; Warre v. Rush*, 1923, 1 Ch. 56, whether the property of infants is caught by the charge contained in s. 1, s-s. (xvi) of the Treaty of Peace Order, 1919. The learned Lord Justice in the latter case threw out the suggestion that that charge was never intended to catch the property of married women restrained from anticipation, of infants or of lunatics. With this suggestion ASTBURY, J., has not been able to agree, at any rate, as far as infants are concerned. The learned judge has not only shown his disapproval, but has decided that infants' property is caught by the charge.

The charge in question was imposed on all property, rights and interests belonging to German nationals at the date when the Treaty of Peace came into operation, namely, on the 10th January, 1920. There is no express exception in favour of persons under disability. The way in which the charge was imposed so as to become binding in what may be described as the municipal law of this country is somewhat complex. First, there was the Treaty of Versailles. By Art. 297 the Allied and Associated

Powers reserved the right to retain and liquidate all property, rights and interests belonging at the date of the coming into force of the Treaty. The Treaty itself is not, of course, binding on the subjects in this country, nor is it in a sense a matter governing the rights of litigants in the courts of this country. But the Treaty of Peace Act, 1919, gave His Majesty power to make such Orders in Council, and do such things as should appear necessary for carrying out the Treaty. It was also provided by that Act that any Order in Council made under the statute should have statutory effect as if it had been enacted in the statute. The Treaty of Peace Order, 1919, was made under the statute, and it is this Order that imposed the charge.

As was in effect pointed out by YOUNGER, L.J., in the case of *Re Rush*, *supra*, although the Powers, including this country, reserved the right for each individual state to make provisions for such liquidation, it does not necessarily follow that each state might do so, as regards all property, rights and interests. The learned Lord Justice further pointed out that confiscation of an enemy's rights at the conclusion of peace is a new departure for this country; and he remarked that one would be bold to include amongst the deprived nationals, infants and lunatics. He passed on to show the effect of the outbreak of war at common law, and cited various recent *dicta* and decisions showing the liberal view taken by the common law of this country on the conclusion of peace. But, while there is great force in his reasoning, it is not the purpose of this article to discuss the merits or demerits of the charge. The new departure, although very contrary to the principles of the common law, has in fact been established, and subject, of course, to any decision by the Court of Appeal to the contrary, it may now be taken that the property, rights and interests of an infant, falling under the description of a German national, are all caught by the charge.

In the recent case of *Re Neuburger's Settlement*, *supra*, the rights or interests consisted of annuity instalments. Previous to the late war an English lady had married a German, and her parents had covenanted in the marriage settlement to pay an annuity for their joint lives and the life of the survivors of them so long as their daughter, or any issue of the marriage, should be living. She died in 1918. The covenant was with the trustees of the settlement, who were British subjects. The children resided with their father in Germany; and the question arose as to the effect of the Treaty of Peace Order, 1919, upon the covenant and the future instalments. It was argued on behalf of the infants, first, that from the nature of the annuity itself all future instalments becoming payable under the covenant, after the 10th January, 1920 (when the charge operated), were free from the charge. Secondly, that infants' property in any case was not caught by the charge, having regard to YOUNGER, L.J.'s *dicta*, referred to above. Thirdly, that the infants being merely objects of a discretionary power of maintenance, the maintenance provided by the trustees out of the annuity instalments was not caught.

In point of law, the position of an annuitant in a case where his annuity is secured only by covenant is a very peculiar one. If his annuity is charged on property, whether real estate, chattels real or merely personalty, he is in a much stronger position than if he has to rely only on a covenant. He cannot even take proceedings for administration if his annuity is not in arrear, where it is only secured by covenant. On the other hand, an annuitant whose annuity is supported by a charge on property may enforce his charge without coming to the court. If it is charged on land he can put into force a number of various remedies under s. 44 of the Conveyancing Act, 1881. He can distrain. He can enter upon the land and hold it till his arrears and costs and expenses are fully paid out of the income. He can demise the land to a trustee on trust to sell the term. Here, it may be noted, that these statutory powers gave rise in the profession to various doubts grounded on the rule against perpetuities. It was thought they were invalid for that reason; and it took a solemn declaration to the contrary, in the Conveyancing Act, 1911, to dispel these fears.

The case of an annuity given by will is also very different from that secured only by covenant. The annuitant who receives an annuity under a will is a mere legatee. An annuity bequeathed by will is really only a form of legacy. In such a case, if the legatee was a German national, the legacy would be caught by the charge. But in distinguishing annuities secured by covenant only from annuities charged on property or from annuities bequeathed by will, it would seem that no one of these three forms of annuities would escape the charge, and however different each of these three forms may be, they have apparently this one point in common, that they would all be caught by the charge. That is the effect of *ASTBURY, J.*'s decision; and, moreover, in his Lordship's view, the fact that the covenant is between British subjects is immaterial, so far as concerns the interests of the beneficiaries, if the latter were German nationals on the 10th January, 1923.

It is conceived, however, that the decision of *ASTBURY, J.*, would not be an authority for the proposition that a mere expectancy, such as the interest of the next-of-kin or the heir of a living man, would be caught by the charge. The expectancy, however, of receiving a sum of money at some future fixed date, if certain persons are then living, is logically nothing more than an expectancy of the same nature. It may be, therefore, that German nationals living on the 10th January, 1920, who subsequently succeed to property in this country, either as next-of-kin or heirs-at-law, are persons whose interests are caught by the charge.

Charter-parties and the Ejusdem Generis Rule.

THE recent case of *Ambatielos v. Anton Jurgens Margarine Works*, 1923, 1 A.C. 175, illustrates a source of difficulty which is constantly arising in the courts, but the nature and causes of which have never, we think, been sufficiently understood either by judges or by jurists. There are certain great general principles, or practical rules of wide application, so firmly embedded in the Common Law that universal effect is given to them; not merely when a Common Law point is at issue, but also in the interpretation of modern statutory legislation dealing with matters of which the Common Law knew nothing; in the construction of mercantile documents originating and partly governed by a different system of law, the Law Merchant; in the decision of questions arising in the Probate, Divorce and Admiralty jurisdictions; and even to a certain extent in matters of equity jurisprudence. Yet these principles are largely the offspring of curious scholastic doctrines of logic, familiar to the mediæval judge and pleader, but very far removed from modern thought or scholarship. The whole doctrine of "conditions" in contracts, and, indeed, of "consideration" as the basis of a binding promise, is of this nature; and the result is that highly artificial rules have often grown up. The case on which we are commenting is concerned with one of the most artificial of these rules, namely, the *ejusdem generis* principle of interpretation. The necessity of applying this to the interpretation of a commercial contract, which in its origin and every-day use is quite innocent of any intention to subject itself to this survival of an Aristotelian dogma as a rule of interpretation, leads to very artificial results, as will presently be seen.

The *ejusdem generis* rule, as a matter of fact, has been very little understood in our courts. Almost the only attempts to give a lucid and exact account of its meaning are those of Lord MACNAGHTEN in *Thames and Mersey Insurance Co. v. Hamilton, Fraser & Co.*, 1887, 12 App. Cas. 484, and *S.S. Knutsford v. Tillmans & Co.*, 1908, A.C. 406. These are valuable attempts, but they hardly go to the root of the matter. The real meaning of the principle, however, is quite simple. In the Aristotelian logic all "entities" are divided up into a hierarchical system

descending from the "*Summum Genus*" to the "*Infima Species*." Each higher "*genus*" is logically analysed into the several sub-divisions or "*species*" which it comprises; these are bound together by a "*fundamentum divisionis*," or common principle of classification. Thus "*Britons*" might be divided into "*English, Scots, Welsh, Irish*"; the "*genus*" is Briton, the "*species*" are English and the rest; the "*fundamentum divisionis*" is the nature of their nationality. And it would be incorrect to divide Britons into English, Irish, Scots, Welsh, Canadians, Indians, Africans, Churchmen and Dissenters; for the various species have not all got a common "*fundamentum divisionis*." Now the scholastic lawyers took the simple and intelligible view that the draftsman of a document, when he indicates several species belonging to a common *genus* and then adds vague general words such as "and the like," must be taken to intend that his vague words shall be construed logically. If so, they can only refer to the remaining possible "*species*" of the "*genus*" to which the named species belong. That is what is meant by saying that they must be "*ejusdem generis*" with the specific words.

An example will make the principle clearer. A promises that he will indemnify B for damage done by *vis major* to any "horse, pony, plough-ox, draught-bullock, mule, donkey, or 'other' animal" on B's farm. Here the words "other animal" are vague general words. But they are preceded by definite specific words all of which clearly refer to one limited *genus* "beasts of burden." Hence the *ejusdem generis* rule ties down the animals covered by "other" to animals of the same *genus* "beasts of burden." Cows, pigs, dogs would not be included. It may be contended that the latter animals belong to the same *genus* as the ones named, i.e., to the *genus* "animal." That is true. But it is not the *genus* next above the species; there are intervening *genera*. Animal is a *genus* comprising "beasts of burden," beasts of the chase, beasts for food, pet animals and many other *sub-genera*. The first of these, "beasts of burden," includes all the specific animals named. It is therefore the "*genus*" to which these species belong and the "*ejusdem generis*" rule is a rule for the economy of thought and words; it says that you must not take in anything which does not belong to the next higher *genus* in the ascending series. The Tree of PORPHYRY, to give the Aristotelian dogma its traditional name in logic, was essentially a feudal conception classifying all entities in the relationship of vassals to superiors. A vassal owed service to his immediate superior lord, and not to a higher overlord of that lord. So likewise each species was restricted to its own *genus*.

Now, one can see the difficulties likely to arise when one takes this narrow rule of the Common Law, based on the analogy of feudalism, the pedantries of scholastic logic, and language of Latin origin then everywhere familiar to learned men, and proceeds to apply it to all sorts of documents, commercial and otherwise, in an age which has long ceased to think in feudal terms, has replaced Aristotelian by Baconian logic, and has forgotten the meaning of its once-Latin legal terms. Of course, the rule gets misinterpreted at once. The most obvious misinterpretation is to say that, wherever specific words in a clause are followed by general words of any kind, the general must be limited to matters resembling in some undefined way the "specific" term. Of course, this is quite an illogical application of the rule. The *ejusdem generis* rule only applies when the specific terms named clearly all belong to one simple and easily-ascertained superior *genus*; it has no application when they are quite heterogeneous from one another. The failure to notice this limitation of the principle has led to endless blunders and confusion of interpretation. Illustrations of this difficulty will be found in such leading cases as *Herman v. Morris*, 1919, 35 T.L.R. 574; *Elderslie Steamship Co. v. Borthwick*, 1905, A.C. 93; and *Thorman v. Dowgate Steamship Co.*, 1910, 1 K.B. 410. In fact, it has led the courts in too many cases to say that the general words are too vague for any meaning to be attached to them, so that they must be regarded as surplusage. This result seems quite erroneous. Where it is impossible to find a common *genus* for the specific words named, then the general words should be given their own

natural meaning without attention to the specific words, for in that case the *ejusdem generis* rule has no relevance or signification.

In *Ambatielos v. Anton Jurgens Margarine Works, supra*, the point arose in connection with the exceptions in a charterparty. Here the charter provided for demurrage, but subject to the following exception clause: "Should the vessel be detained by causes over which the charterers have no control, viz., quarantine, ice, hurricane, blockage, clearing the steamer after the last cargo is taken over, etc., no demurrage is to be charged." As a matter of fact the ship was delayed by a strike over which the charterers had no control. The question arose whether this strike was to be deemed to be covered by the words "causes over which the charterers have no control." Obviously it is so covered unless the artificial *ejusdem generis* rule applies and restricts the exception to causes similar to one of the five named specific matters: "quarantine, ice, hurricane, blockade, delayed clearing." Of course, it is not of the same *genus* as any of these. But then none of them are really species of some obvious higher *genus*; they are random matters collected together; the only thing they have in common is the very general characteristic that the "charterer has no control over them." Therefore the *ejusdem generis* rule has no application—or, to be meticulously logical, one may say that it applies as if the vague general words were the "*genus*" of which the species must be common members. This has just the same effect as if we disregard the rule altogether.

There was much difference of judicial opinion in the various courts, but finally the House of Lords, by a majority, took this latter view, and held that "strikes" were within the exception clause. Lord SUMNER dissented in an able judgment, but he, too, agreed that the *ejusdem generis* rule did not apply, and based his dissent on the view that this particular charter-party happened to be full of "redundancies," and must be construed accordingly.

With the cases above-mentioned it will be interesting to compare landlord and tenant cases on fixtures, such as *Bishop v. Elliott*, 11 Ex. 113, and *Lambourn v. McLellan*, 1903, 2 Ch. 268.

Tercentenary of Lincoln's Inn Chapel.

LINCOLN'S INN celebrated on Ascension Day (Thursday, 10th inst.) the three-hundredth anniversary of the consecration of its Chapel by a special service, at which an address was given by the Dean of St. Paul's.

In our Lincoln's Inn Quincentenary Supplement (November 25th, 1922), we gave some particulars of the Chapel and its Preachers. In view of the present commemoration, it may be of interest to supplement these by some further notes on the consecration. The present Chapel was consecrated, at the request of the Bench, by the then Bishop of London (Dr. George Montaigne) on Ascension Day, 22nd May, 1623, the sermon being preached by the Dean of St. Paul's (Dr. John Donne). Bishop Montaigne (who had been formerly Bishop of Lincoln) was certainly a much-translated prelate. From London he migrated to Durham for a few months, and eventually became Archbishop of York. He is chiefly remembered for his witty reply to Charles I., who was discussing with him the vacancy at York: "Had'st thou faith as a grain of mustard-seed, thou wouldest say unto this Mountain, 'Be thou removed, and be thou cast into the Sea'."

Dean Donne was a man of very different calibre. He had been Preacher to the Society of Lincoln's Inn from 1616 to 1622, and had himself laid the foundation stone of the present Chapel in 1617. Many of his Lincoln's Inn sermons are considered to rank amongst the noblest specimens of pulpit oratory in that fruitful age. His sermon at the consecration was published in 1624 under the title "*Encomia: The Feast of Dedication, Celebrated at Lincoln's Inn, in a Sermon upon Ascension Day, 1623, at the Dedication of a New Chapel there, consecrated by the Bishop of London.*" It is prefixed by an "Epistle to the Benchers and Society of the Inn," and an original "Prayer before the Sermon," showing that extempore, or, at least, non-liturgical, prayer was allowable in those days. Canon 65 of 1603 had already prescribed the Bidding Prayer, which is still obligatory by the unbroken practice of the Inns of Court. The Dean's discourse was an eloquent vindication of the practice

of dedicating special sites to the worship of God—a practice objected to then by the Puritans. The whirligig of time brings its revenges, when the City of London has to fight for its ancient churches against episcopal influence.

No trace comes to us of the form of Consecration used by Bishop Montaigne. Such forms rest on the *jus liturgicum* of the Bishop. They are outside the scope of the Acts of Uniformity. A specially ceremonious form used by Laud at the consecration of St. Catharine Cree in 1631 was made one of the grounds of his impeachment. The form now customarily used is based upon one sanctioned by the Convocation of Canterbury in 1712.

Nor do we know anything of the musical side of the service. But we may be sure that the music was of the best, according to the lights of the day. It was in the transitional period between Tallis and Purcell, when the madrigalesque school, of which Byrd and Gibbons were the chief exponents, was dominant.

Reviews.

"Key and Elphinstone."

KEY AND ELPHINSTONE'S COMPENDIUM OF PRECEDENTS IN CONVEYANCING. Eleventh Edition. By FREDERICK TRENTHAM MAW, B.A., LL.B., Barrister-at-Law, assisted by JAMES IRVINE STIRLING, M.A., CLAUDE EUSTACE SHIBBEARE, HOWARD WADE RENSCHAW, B.A., LL.B., and HARRY FARRAR, M.C., M.A., LL.B., Barristers-at-Law. In two volumes. Vol. I. Sweet & Maxwell, Ltd. Vol. II to follow shortly. The two volumes £5 5s. net.

The appearance of a new edition of "Key and Elphinstone" is an event of no little interest to conveyancers, and the interest is increased by the circumstances under which the present edition is issued. The system of conveyancing, of which it is one of the standard exponents is, according to the Statute Book, to undergo great changes in little more than a year, and after 1st January, 1925, the Law of Property Act, 1922, or the legislation which takes its place, will make much of the work out of date; subject, however, to the qualification that, while out of date for purposes of current drafting, it will be by no means out of date as a statement of the practice of conveyancing at the close of the present era. And whatever changes may be made as regards the principles of real property law and the form of conveyancers, there are two points to be remembered: first, that for many years to come titles will be founded partly—and at the beginning, mainly—on the old system, and the conveyancer will require to have a competent knowledge of it, and to be able to refer to the forms which incorporate it; and secondly, the actual changes in the law and in the forms of conveyancing will leave a great part of the existing system intact. The provisions appropriate to conveyances, to mortgages, to settlements, and to wills will remain very much the same, though in some respects the form will have changed, and the usefulness of the present edition of "Key and Elphinstone" will not be confined to the interval before the new system comes into operation. As the editor points out in the preface, it must not be supposed that any future edition, based on the Law of Property Act, 1922, will contain an historical survey of the pre-existing law of practice as founded upon the Statute of Uses, and for this the practitioner will have to turn to the present edition. It may be a somewhat formidable outlook, the working with two editions simultaneously, but that is a necessary incident of the change. On the other hand, the conveyancer will find his interest in his work enormously increased by watching the process of transition from one system to the other. So we are glad that the publishers and the editor, and his band of assistants, have had the enterprise to give us an edition of "Key and Elphinstone" which may be regarded as the final expression of the existing system of conveyancing.

In scope and arrangement, Mr. Maw says in the preface, the present edition follows the lines laid down in previous editions by the late Sir Howard Elphinstone, "to whom this work will stand for a lasting memorial," and we should like to pay our own tribute to one who was so frequent and valued a contributor to these pages. In theoretical learning, in practical knowledge, and in literary ability, Sir Howard Elphinstone was well equipped for the position he held as a master and exponent of the conveyancer's art, and there is still a wide circle to whom the appearance of this edition will revive very kindly and pleasing memories of him. But during the last few years neither judicial decision nor statute law, nor the practice of conveyancing has been standing still, and there is much new matter introduced either by way of revision or of addition.

Chiefly, the changes appear to be in the notes. Thus the courts, and not least the House of Lords, have been busy in defining the doctrine of restraint of trade, and the form at p. 37 of agreement for an assistant in a medical practice has a valuable summary of the leading decisions, including *Mason v. Provident, &c., Co.*, 1913, A.C. 724; *Morris v. Szabely*, 1916, 1 A.C. 688; *Attwood v. Lamont*, 1920, 3 K.B. 571; and *Deves v. Fitch*, 1920, 2 A.C. 158. Restraint of trade is also dealt with under "Bonds," in connection with a bond not to carry on a certain trade within certain limits. But, in fact, the use of a bond for such a purpose, as well as for the other purposes specified under this head, seems to be out of date. The convenient form for any such obligation is a covenant. The important title of "Conveyances on Sale" has not apparently given scope for much new matter. Perhaps there is not so much use made as might be desirable of definition clauses

to avoid the repetition of the words "heirs and assigns," or "executors, administrators, and assigns," and these words, moreover, appear often to be used in precedent books where they are not really required. But it will be time enough to revise the practice in this respect when the new system comes into operation, and when, if it is consistently applied, the word "heirs" should disappear almost entirely. It may be doubted whether "executors and administrators" ever have been necessary, and "assigns" only for limited purposes.

The note on "Searches" neatly summarizes the various searches which now have to be made, a matter much simplified by statute since the publication of "Elphinstone and Clark" on Searches. The effect of war legislation is shown at p. 626, where one of the parties to a conveyance joins to confirm a sale made during the Courts (Emergency Powers) Acts without the leave of the court. This is a matter which the conveyancer must still bear in mind, though the Acts expired on 31st August last. The notes to the forms of reservation of minerals on sales, and the forms of mining leases, show that consideration has been given to the important series of recent cases, such as *Wellson v. Butterley Co.*, 1920, 1 Ch. 130, on the right to work so as to let down the surface (see pp. 380, note (a), 1034, note (b)), and under Agricultural Leases, the notes have been revised in accordance with the Agriculture Act, 1920. In the same title it is pleasing to note, under a covenant to maintain wire fences, the sportsmanlike warning, "In a hunting country omit 'wire.'" And, finally, there is at pp. 914-919 a full statement of the Increase of Rent, &c., Act, 1920, and the cases decided on it. It remains to be seen how far these will be relevant after 31st July next, the date to which the Act is to be extended. Conveyancers will view with great interest this edition of their well-known "guide, philosopher and friend," which, it is assumed, will mark the change from the old to the new learning.

Books of the Week.

Criminal Law.—A Treatise on Crimes and Misdemeanors. By Sir WM. OLDNALL RUSSELL, Kt., late Chief Justice of Bengal. Two vols. Eighth Edition. By ROBERT ERNEST ROSS and GEORGE BUCHANAN McCLEURE, Barristers-at-Law. Stevens & Sons, Ltd. Sweet & Maxwell, Ltd. £5 net.

Estoppel.—The Law Relating to Estoppel by Representation. By GEORGE SPENCER BOWER, K.C. Butterworth & Co. 37s. 6d. net.

Correspondence.

The New Domesday.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The Land Union, in consultation with its expert advisers, has been considering the new assessments made under the Finance Act of 1922.

It appears that Inspectors of Taxes have issued formal notices to taxpayers informing them that the new assessment in many cases has been arrived at by raising the old Schedule A. Assessment by a definite percentage value where premises are owned by the occupier.

As this practice appears to be contrary to the provisions of the Income Tax Acts, the matter must be tested in the Courts of Law, and the Land Union is arranging for this to be done at once, and it appeals to property owners to assist in having this important question decided.

Further, the Land Union is consulting with other authorities interested in Income Tax Assessments with a view to arranging a conference to consider the general position which has arisen owing to the re-valuation.

Will those who are in favour of contesting the validity of the new assessments as mentioned above, and are willing to subscribe to the cost thereof, please send their contributions immediately to the Secretary of the Land Union, 15, Lower Grosvenor Place, London, S.W.1.

G. G. PRETYMAN.

15, Lower Grosvenor Place,
London, S.W.1.
9th May, 1923.

In a case at Stratford Police Court on 5th inst., in which a man was summoned by the West Ham Guardians for an order to contribute to the maintenance of two children, aged eleven and thirteen, Mr. A. H. Wedderburn said the defendant's wife took proceedings and obtained a decree of divorce, and was given the custody of the two children. The wife also applied to the court for an order for alimony, but the registrar declined to make an order against the defendant, presumably on account of want of means. Counsel submitted that the children were no longer in the custody of the defendant, but in the custody of the High Court, and, therefore, these proceedings were misconceived on behalf of the guardians, whose proper course was to go and take out a summons in the High Court. The justices, he submitted, could not assume the powers of the High Court and make a maintenance order. The Bench adjourned the summons *sine die*. They could not override the order of the High Court.

CASES OF THE WEEK.

House of Lords.

ABRAM STEAMSHIP CO. v. WESTVILLE SHIPPING CO. 1st May.

APPEAL—COUNSEL—PRACTICE—OBLIGATION OF COUNSEL TO ATTEND—APPLICATION FOR LEAVE TO BE ABSENT.

The House of Lords has a prior claim to the attendance of counsel over other courts, and before absents himself counsel ought to have made an application for leave to be absent.

The hearing of this appeal was begun on 30th April, when Mr. Charles H. Brown, K.C., of the Scottish Bar, in the absence of his learned leader, Sir John Simon, K.C., who, he said, was unable to be present, opened the case for the appellants.

On the following day Lord BIRKENHEAD, addressing Mr. Brown, said: As Sir John Simon was not present when this case was called on yesterday, I wish to draw attention to a rule of this House which has been frequently stated and which was re-stated by Lord Haldane, who was then Lord Chancellor, in *Vacher v. London Society of Compositors*, 29 T.L.R. 73. When learned counsel holding a junior brief rose to address their lordships in the place of his leader, Lord Haldane said: "This House has a prior claim to the attendance of counsel, and before absents himself the leading counsel ought to have made an application for leave to be absent. The House was very indulgent when cases of absolute necessity were shown, but he wished it to be distinctly understood that the House expected that an application for indulgence should be specially and personally made." That was and still is the rule of the House, and it is a rule which their lordships have no intention of pretermittting. You will be good enough to make this known.

Two days later, on 3rd May, Sir JOHN SIMON, addressing the House, said he gathered, not from any communication to himself, but from the press, that Lord Birkenhead had treated him as having failed in his duty to his client and in his respect for the House. He was not aware that he had failed in either respect, and he took the first opportunity of submitting that there was no ground whatever for the stigma placed upon him. As a matter of fact he had returned his brief. The matter was not merely a personal one, but appeared to him to affect the general rights of the Bar. The Bar owed a duty to the Bench, but the Bench also owed a duty to the Bar, and one was that the Bench should not use language calculated to convey the impression that counsel had failed in his duty to his client and to their lordships' House.

Lord BIRKENHEAD said he did not make the observations complained of on the first day, because it seemed improbable that Sir John would be absent on the second day, and he preferred to make them when he was present. If counsel accepted a brief before their lordships, three courses were open to them: the first was to be present, the second was to return the brief, and the third was to apply for indulgence. There were no other alternatives, and this rule could not be impressed too strongly on counsel.

Sir JOHN SIMON said he proposed to apply to the Attorney-General and the Lord Chancellor for a ruling in the matter.

Lord FINLAY said he did not see that there was anything to censure. It might be possible for counsel to appear in person. He thought it was impossible to lay down any hard and fast rule in the matter.

The matter then terminated.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Chancery Division.

Re WHISTON: WHISTON v. WOOLLEY. Eve. J. 18th April.

WILL—CONSTRUCTION—RESIDUARY GIFT—VESTED AT TESTATOR'S DEATH—NUMBER OF CHILDREN—LAPSE—CHILD DEAD AT DATE OF WILL—MISTAKE IN NUMBER OF CHILDREN.

A testator gave his residuary estate, except such portion as was derived from his second wife, to his six children, nominatim to be vested in them at his decease, and he gave the portion derived from his wife to his three children by her, one of whom, Philip, died before the date of the will. The testator died leaving five children surviving, three by his first wife and two by his second.

Held, that nothing passed to the testator's son Philip by reason of his death before the testator.

Re Sharp, 1908, 2 Ch. 190, distinguished.

Held also, that he residuary estate went to the five children who survived the testator.

Re Featherstone's Trusts, 22 Ch. D. 111, 121, followed.

By his will dated 27th September, 1918, a testator, after making certain specific bequests, gave all the residue of his personal estate except such portion as belonged to his late wife, and also a messuage and land and the rest and residue of his real estate to trustees upon trust to sell and divide the proceeds amongst all his six children, *nominatim* in equal shares and proportions, with a declaration that these shares should be vested in them at his decease. The testator then, after reciting that owing to the death of his late wife intestate, he had become entitled to the whole of her personal

estate, directed his trustees to divide certain specified articles amongst his three named children by his late wife and to sell the stocks, shares and funds formerly belonging to his late wife, and subject to certain legacies to pay and divide the proceeds equally between the same three children in equal shares as tenants in common absolutely. At the date of the will one of such three children, Philip, was reported missing, and was subsequently reported by the War Office as having died in March, 1918, a bachelor and intestate. The testator died on 8th March, 1922, leaving five children him surviving, three by his first wife and two by his second wife. This originating summons was taken out by the trustees of the will asking, *inter alia*, (1) whether the one-third share of the portion of the testator's estate derived from his said wife and given to Philip Whiston devolved upon the other two children by his said wife, and (2) whether the residuary estate became divisible in equal fifth shares between the five children of the testator who survived him or whether Philip's share devolved upon the testator's heir and next-of-kin as undisposed of.

Evie, J., said that the question was whether, in the event which had happened, the gift to the testator's son Philip in the specific bequest of the property to which the testator was entitled on the death of his wife intestate lapsed or whether under the authority of the rule in *Re Sharp: Maddison v. Gill*, 1908, 2 Ch. 190, he could hold that the testator intended to benefit the children by his second wife who were alive at the date of his death. The rule as to a mistake by a testator in the number of his children was stated in "Hawkins on Will," 2nd ed., p. 83, as follows: "Where a gift to children describes them as consisting of a specified number which is less than the number in existence at the date of the will, the court rejects the specified number on the presumption of mistake, and all the children in existence at the date of the will are held entitled unless it can be inferred who were the particular children intended: *Garvey v. Hibbert*, 19 Ves. 125." He was asked to apply the converse of that rule as it was applied in *Re Sharp*, which appeared to be the only case in which a testator in stating the number of children to take had specified more than really existed. As Joyce, J., pointed out when the case was before him, 1908, 1 Ch. 372, 377, where the specified number of children was less than the number in existence at the date of the will, the court could reject the specified number on the ground that there had been a mistake in the number of persons the testator intended to benefit, and held that the others were entitled. In the present case there was no room to resort to that rule. The testator had described the children *nominatim*, and it was impossible to say that there was any indication of mistake. It did not come therefore within *Re Sharp*, and nothing passed to Philip under the bequest of the specific property by reason of his death before the testator, and *prima facie* his share passed under the general residuary bequest. With regard to the second question, and having regard to the direction that the shares of the children were to vest in them on the testator's decease, he felt bound to hold that the point was covered by *Re Featherstone's Trusts*, 22 Ch. D. 111, 121, where Kay, J., said he had to give some meaning and effect to similar words. Here the testator had used the words for some purpose, and it was only such of the six named children who were living at the date of his death who were to take vested interests in his residuary estate. Therefore in the events which had happened the residuary realty and personality went to the five children who survived.—COUNSEL: Chubb; Roope Reeve, K.C., and Hodge; Gover, K.C., and Dighton Pollock; Beebe; Whitney. SOLICITORS: Peacock and Goddard, for Moody & Woolley, Derby; Maude & Tunnicliffe, for Taylor, Simpson & Mosley, Derby.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

PRICE v. RHONDDA URBAN DISTRICT COUNCIL.

EVIE, J. 3rd May.

EDUCATION—PUBLIC ELEMENTARY SCHOOL—MARRIED WOMEN TEACHERS—TERMS OF EMPLOYMENT—CONTRACT—NOTICE OF DISMISSAL—DISMISSAL ON EDUCATIONAL GROUNDS.

In 1920 the defendant council resolved to dismiss married women teachers, except that those who had not qualified for superannuation were to be allowed to continue until they were so qualified. In July, 1922, the defendant council gave one month's notice to terminate the plaintiffs' employment. In an action by the plaintiffs for a declaration that the notice of dismissal was invalid.

Held, that the resolution of 1920 was not a contract to employ the plaintiffs until they were qualified for superannuation, and therefore the notice of dismissal was valid.

This was an action by the plaintiff, a married woman school teacher, in the employment of the defendant council, for a declaration that a notice of 22nd July, 1922, purporting to terminate her engagement as a teacher was not binding on her and was invalid. The plaintiff sued on behalf of herself and all other teachers who had received similar notices. In 1920 the Education Committee considered the question of the employment of married women teachers, and resolved to give them notice of dismissal, provided that those who had not completed the minimum time necessary for qualifying for superannuation should be allowed to continue until they had completed the full period for that purpose. In July, 1922, another notice was issued giving a month's notice to terminate the plaintiffs' engagements, and this was the notice of which the plaintiffs complained.

Evie, J., after stating the facts, said that the plaintiffs contended that the documents of 20th September, 1920, constituted an offer to those to whom they were addressed to modify the terms of the agreements of service of their engagements, and that on the receipt of that offer each married woman who continued in the service of the defendants accepted the offer

of a contract different from that subsisting down to that date, and that the engagements could not be put an end to by the education authority under clause 75 of the regulations, but must continue down to the date of the qualifying period for superannuation. That question involved the consideration of a number of points. In the first place it was essential that the documents should be capable of being construed as one offer to the plaintiffs, but it was extremely difficult to extract anything of that nature from them. The contention failed *in limine*. But, assuming that he was wrong in that view, did it constitute such an offer as the plaintiffs contended? The question then arose whether it was not an unenforceable contract without consideration and without mutuality. The notice did not result in a contract, but assuming otherwise, there was here an offer signed by the director, obviously purporting to act as the authorised agent of the council, though there was no evidence that he was so authorised; indeed, there was evidence to the contrary. So far as was disclosed in the minutes, the director's authority was limited to communicating with the married women teachers. Contracts purporting to be entered into by an agent were liable to be defeated if the principal gave no authority for that purpose. He was satisfied that even if there were an offer which might result in a contract, it was one that the director had no authority to enter into on behalf of the council. The further point was taken that s. 35 of the Education Act, 1870, gave to the authority a statutory power to engage and dismiss officers, including teachers; but the section clearly provided that it must be so exercised as to make the tenure of the engagements at the pleasure of the board. He was not prepared to hold that where there was an agreement for service, reasonable notice before it could be determined was *ultra vires* the authority under that section. The result was that there was no substance in the point that the engagements of these married women had been varied in 1920, and he must treat them as being in the same position as they were in April, 1919. There the matter rested for some time. But in June, 1922, the supply of teachers was largely in excess of the demand, involving the unemployment of a large number of teachers, a matter which was engaging the serious attention of the council, and ultimately the notices of dismissal were given to which a series of objections were taken, that they were not in accordance with the statutory powers of the defendant council. A great deal of argument had been addressed to the court on the question whether the defendants were acting in a fiduciary capacity, or whether in these respects they were a board of management whose actions could not be questioned except on the ground of corruption or the like. It was not material to examine that question minutely, because in his view this body was a statutory body with statutory powers and duties, and it must be assumed that, in so exercising their powers, they did so in good faith with a view to the further discharge of the duties imposed upon them. In this case he was not prepared to say that the defendants did not appear to be actuated by a sincere desire, rightly or wrongly arrived at, to act in furtherance of the purpose for which they existed. But the matter did not stop there. The plaintiffs, having attacked the *bona fides* of the resolution, said that the premises did not justify the conclusion. But the defendants had proved to the court, however inadequately expressed were the motives and the grounds on which they were founded, that the real reason was the desire to promote efficiency in the educational district over which they had jurisdiction. He had only to decide between two contending parties whether the authority had acted honestly in the exercise of their powers in passing the resolution, and the result was that he could not hold it to be otherwise than within the statutory powers of that body. That disposed of the action, which would be dismissed with costs.—COUNSEL: Gover, K.C., John Stone and A. T. James; Upjohn, K.C., Clayton, K.C., and Bethune. SOLICITORS: Helder, Roberts & Co., for Davies & Co., Pontypidd; Smith, Rendell & Co., for Bruce & Nicholas, Pontypidd.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re BARON LUDLOW: BENICE-JONES v. THE ATTORNEY-GENERAL. P. O. Lawrence, J. 13th April.

CHARITY—"HOSPITAL WARDS, BEDS OR COTS AT OR IN CONNECTION WITH ANY HOSPITALS, CONVALESCENT HOME OR OTHER CHARITABLE OR BENEVOLENT INSTITUTION."

A gift by a testator to provide or endow "hospital wards, beds or cots at or in connection with any hospitals or convalescent home or homes or other charitable or benevolent institutions" at A or B is a good charitable gift.

In re Bennett, 1920, 1 Ch. 305, applied.

Attorney-General of New Zealand v. Brown, 1911, A.C. 393, distinguished.

This was a summons asking the question whether a residuary gift was a good and valid charitable gift. The facts were as follows: The second Lord Ludlow, who died on 8th November, 1922, without issue, by his will, made in 1917, appointed the plaintiffs his executors and trustees, and after bequeathing certain legacies gave his real and residuary personal estate to his trustees upon the usual trusts for sale and conversion, and he declared that his trustees should stand possessed of his residuary estate upon trust to apply the whole thereof as soon as might be, but at such time or times as they in their absolute discretion should think fit, in "providing or endowing or assisting in providing or endowing any hospital wards, beds or cots or other like or similar objects" as his trustees should in their absolute and uncontrolled discretion think fit "for, at or in connection with any hospital or hospitals or convalescent home or homes or other charitable or benevolent institution or institutions" as his trustees should in their absolute and uncontrolled discretion think fit, and the testator expressed the wish, but not so as to impose any legal obligation on his trustees, or in

any way fetter their absolute discretion, that such hospitals or other charitable or benevolent institution or institutions should be in or connected with the Parish of St. Marylebone, London, or in or in connection with Kilmarnock. And he empowered his trustees in order to effect any of the above purposes to create a trust or trusts of which they should be the trustees. For the Attorney-General it was contended that a good charitable trust had been constituted, as the predominant intention of the testator was to found a hospital ward, bed or cot, and the word "hospital" was used adjectively and governed each of the words "wards," "beds" and "cots." Although they were to be set up, not only at or in connection with a hospital, but also at or in connection with some other charitable or "benevolent" institution, yet upon the proper construction of the gift the "benevolent" institution must be *ejusdem generis* with a hospital, convalescent home or other charitable institution. The fact that the hospital ward, bed or cot might be set up in a "benevolent" institution did not have the effect of making the gift any less a charitable one, and *In re Bennett, supra*, was relied upon. For the next-of-kin it was contended that it is necessary to find an object of charity, and one which the court can administer. This was not a valid charitable gift, because it involved the choice of setting up a hospital ward, bed or cot in a benevolent institution, and made the benefits of such an institution the objects of the testator's bounty, and a gift to a "benevolent" object is not a good charitable gift, and a gift to such charitable, benevolent, religious and educational societies, associations and objects as trustees should select, had been held to be invalid, the words being used disjunctively and *Attorney-General for New Zealand v. Brown, supra*, was relied upon.

P. O. LAWRENCE, J., after stating the facts, said: I have come to the conclusion that there is a good charitable gift of the testator's residuary estate. In the first place, I am of opinion that the word "hospital" when it is first used in the gift is used in an adjectival sense, and applies to each of the words which follow it in the sentence, namely, "wards, beds or cots." In the next place, the dominant intention of the testator in making the bequest was to provide or endow hospital wards, hospital beds or hospital cots, which is plainly a good charitable bequest. The place or places where those wards, beds or cots are to be provided or endowed are subservient to that dominant intention. If this is the true view, then it follows that the institutions at or in connection with which such wards, beds or cots are to be provided, must be institutions in the nature of a hospital, or of a convalescent home, or of some similar institution capable of accommodating such wards, beds or cots. For these reasons, I consider that the words "benevolent institution" ought to be construed *ejusdem generis* with "hospital," the testator's plain intention being that at or in connection with any benevolent institution there shall be provided or endowed hospital wards or hospital beds or hospital cots. Moreover, the wish which the testator expressed at the end of the clause, that the hospitals or other charitable or benevolent institutions should be in or connected with the parish of St. Marylebone or Kilmarnock, is a further indication that the testator did not intend the expression "benevolent institution" to extend to private institutions, or to embrace any institution which, in the eye of the law, could not be deemed to be a charitable institution. COUNSEL: H. T. Methold; Dighton Pollock; Errington. SOLICITORS: Rawle, Johnstone & Co; Bridges, Saxtell & Co.; Solicitor to the Treasury.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

HENSHALL v. PORTER. McCardie, J. 19th April.

GAMING—PAYMENT BY CHEQUE FOR BETTING DEBTS—DEBTS CONTRACTED PRIOR TO GAMING ACT, 1922—WRIT ISSUED AFTER PASSING OF GAMING ACT, 1922—RIGHT TO MAINTAIN ACTION—GAMING ACT, 1835, s. 5 & 6 Will. 4, c. 41, s. 2—INTERPRETATION ACT, 1889, s. 2 & 53 Vict. c. 36, s. 38 (2) (c)—GAMING ACT, 1922, s. 12 & 13 Geo. 5, c. 19, s. 1.

An action for the recovery of money paid, before the coming into operation of the Gaming Act, 1922, by cheque in respect of betting transactions is maintainable, notwithstanding the fact that the writ in the action was not issued until after the coming into operation of that statute.

In 1919 the plaintiff in this action paid to the defendant the sum of £333, by means of five cheques, in respect of betting losses. In July, 1922, the Gaming Act, 1922, came into operation. In February, 1923, the plaintiff issued the writ in this action for the recovery of the £333. The question for the decision of the court was whether, having regard to s. 1 of the Gaming Act, 1922, the plaintiff's claim to recover was barred. By s. 1 of the Gaming Act, 1922, it is provided: "Section two of the Gaming Act, 1835 (which makes money paid to the indorsee, holder, or assignee of securities given for consideration arising out of certain gaming transactions recoverable from the person to whom the securities were originally given), is hereby repealed. No trustee, executor, or other person acting in a representative or fiduciary capacity shall be under any obligation to make or enforce any claim under the said section in respect of any transaction completed before the passing of this Act, or be liable for any breach of duty by reason of any failure to do so. No action for the recovery of money under the said section shall be entertained in any court." By s. 8 (2) of the Interpretation Act, 1889, it is provided: "Where this Act or any Act passed after the commencement of this Act repeals any other enactment, then, unless the contrary intention appears, the repeal shall not . . . (c) affect any right, privilege, obligation, or liability acquired, accrued, or incurred under any enactment so repealed."

MCCARDIE, J., in delivering judgment, said that it was admitted that under s. 2 of the Gaming Act of 1835, as interpreted in *Sutters v. Briggs*, 1922, 1 A.C. 1, the plaintiff was entitled to succeed unless his causes of action were destroyed by the Act of 1922 which became law on 20th July, 1922. [His Lordship read s. 2 of the Act of 1922.] The sets of facts which existed when the Act was passed fell under three main heads: (1) where the cause of action had arisen before 20th July, 1922, and a writ had been issued before that date; (2) where a cause of action had arisen before 20th July, 1922, but a writ had not then been issued; and (3) where a cause of action had accrued and a writ had been issued, and judgment had been given, for example, in favour of the defendant before that date, and an appeal had been brought by the plaintiff after that date. The present case fell within the second class, and the question was whether the Act of 1922 barred the present action. In his view the words "No trustee, or executor, or any other person acting in a representative or fiduciary capacity, shall be under any obligation to make or enforce any claim," etc., referred to the future and not to the past. The words "make or enforce any claim" seemed to refer, not merely to pending proceedings, but also to the future assertion by writ or otherwise of existing claims. In the third place, the words "any transaction completed before the passing of this Act" seemed to show that the test was not whether the action had been begun, but whether a right had accrued before 20th July, 1922. The third part said that no action for the recovery of money under s. 2 of the Act of 1835 should be entertained in any court. If, however, no action could in any circumstances be commenced after 20th July, 1922, then the second part of the Act would seem to be superfluous, if not absurd. The Act could only be made a consistent whole if the words "shall not be entertained in any court" were regarded merely as an emphatic assertion of the intention of the Legislature that after 20th July, 1922, a writ issued after that date for a cause of action alleged to arise after that date under s. 2 of the repealed Act of 1835, should at once be set aside as an abuse of the court. The Act of 1922 must, in his view, be read subject to the Interpretation Act of 1889. [His Lordship referred to s. 38 (2) (c) above set out.] In his opinion the Act of 1922 must be considered in the light of the settled, recognised and beneficent rule of law that existing rights are not to be deemed destroyed by a statute unless there be express words or the plainest implication to that effect. It was not necessary to cite the overwhelming body of authority as to this. He saw nothing in the Act of 1922 which compelled him to give it a retrospective operation. He saw no basis of policy which assisted him in the interpretation of that statute with respect to the point before him, and, in his view, it was right in the present case to apply the long recognised and useful rule that vested rights were not to be deemed to be destroyed by a statute unless the enacting words were clear.—COUNSEL: J. G. Hurst, K.C., and J. Forster; E. G. Palmer. SOLICITORS: J. B. & G. S. Burton; G. A. Herbert, for Arthur Willey, Leeds.

[Reported by J. L. DENISON, Barrister-at-Law.]

CASES OF LAST SITTINGS. Court of Appeal.

-ATTORNEY-GENERAL v. SOUTHPORT CORPORATION. No. 1.
17th, 18th, 19th January; 23rd March.

ELECTRICAL ENERGY—"SUPPLY"—LOCAL AUTHORITY GENERATING ELECTRICITY—RIGHTS OF COMPANY IN URBAN DISTRICT—EXTENSION OF BOROUGH BOUNDARIES—TRAMWAYS WORKED BY CORPORATION OF BOROUGH—ELECTRIC LIGHTING ACT, 1882—ELECTRIC LIGHTING ACT, 1909, s. 23.

A municipal corporation generating and providing electrical energy for its own purposes, such as the lighting of public lamps and driving of tramcars owned by the authority, is "supplying" or "distributing" electricity within the meaning of s. 23 of the Electric Lighting Act, 1909, and therefore may be restrained from so doing by injunction at the instance of a company entitled by Order to have the sole right to supply electric energy in an urban district which has afterwards by an extension of borough boundaries been absorbed into the borough.

Decision of Eve, J., 66 SOL. J. 710, reversed.

Appeal from a decision of Eve, J. reported 66 SOL. J. 710, in an action brought by the plaintiff at the relation of the Birkdale District Electric Supply Company for an injunction to restrain the defendant corporation from supplying electricity or from obtaining except from the relators electric energy for lighting lamps or for electric traction in the area formerly the urban district of Birkdale. Under an Order of 1898 the relators had been entitled to supply all the electrical energy required for such purposes within the urban district of Birkdale since 1902, and until November, 1921, they had been supplying all consumers of electric energy and lighting the public lamps and working the tramways in that district. In 1911 the defendant corporation obtained an Order extending the boundaries of the borough of Southport so as to include the urban district of Birkdale, and the urban district council then ceased to exist, their rights and liabilities being taken over by the defendant corporation. The relators contended that the corporation were not entitled to supply electrical energy in Birkdale in competition with the relators. The defendants denied that in providing electric energy generated by themselves for the use of their own tramway, they would be said to be "supplying" energy. Eve, J., held, following a

dictum of North, J., in *West Surrey Water Company v. Guardians of Chertsey Union*, 1894, 3 Ch. 513, that "supply" referred to supplying some outside person or body and could not refer to the corporation providing electric power which it required for its own use, and dismissed the action. The defendants appealed. *Cur. adv. vult.*

The Court allowed the appeal.

LORD STERNDALE, M.R., said that the main ground of the defence was that the defendants supplying themselves and their own tramways was not "to supply" within s. 23 of the Electric Lighting Act, 1909. To "supply" meant supplying by one person to another, and involved a supplier and a supplied. Eve, J., had upheld their contention, apparently against his own opinion, on the authority of *West Surrey Water Company v. The Guardians of the Chertsey Union*, *supra*, but with great respect he (Lord Sterndale) could not see that that case was any authority to govern the present one. It was upon a different Act, and all the circumstances and provisions were different. The main question here was the meaning of the word "supply," and that meaning must be governed by the circumstances and the context. Section 23 of the Act of 1909 provided: "Where in any area a local authority, company, or person is authorised to supply electricity under Act of Parliament or under Licence or Provisional Order granted under the Electric Lighting Acts, it shall not, after the passing of this Act, be lawful for any other local authority, company or person to commence to supply or distribute electricity within the same area unless such supply or distribution is authorised by Act of Parliament, or by Licence or Provisional Order granted in terms of the Electric Lighting Acts . . ." By s. 3 of the Electric Lighting Act, 1882, with which the Act of 1909 was to be construed, public and private purposes for which a local authority might supply electricity were defined, and, by s. 4, the Board of Trade was empowered, by Provisional Order, to authorise any local authority to supply electricity for any public or private purpose within any area. In 1891 the defendants obtained such an Order, but the defendants said that such an Order was quite unnecessary to enable them to provide electricity for their own purposes, and that when so providing electricity they were not acting under the provisions of the Order at all. He (Lord Sterndale) could not agree. Power was given to the defendants to supply for public purposes, e.g., lighting streets, which was a providing for their own purposes, and they were given power to break up streets, and do things which they could not do without the Order. In the Order "supply" was used in its most general sense, and not in its restricted sense of supplying to a person distinct from the supplier. He thought that the defendants here were supplying energy under the powers of the Order, and that the word "supply" could not have the restricted meaning of supply to some person other than themselves. In his view, the defendants were acting in violation of s. 23 of the Act of 1909, and the plaintiff was entitled to a declaration to that effect, and, if necessary, an injunction. The appeal must be allowed, with costs.

WARRINGTON, L.J., and YOUNGER, L.J., delivered judgment to the same effect.—COUNSEL: Maughan, K.C., and Guest Mathews; Tomlin, K.C., and Bischoff. SOLICITORS: Sydney Morse; Sharpe, Pritchard & Co., for J. E. Jarraff, Southport.

[Reported by H. LANFORD LEWIS, Barrister-at-Law.]

ROSE AND FRANK & CO. v. CROMPTON & BROS. LIMITED and BRITAINS, LIMITED. No. 2. 23rd March.

CONTRACT—MEMORANDUM IN WRITING—STIPULATION THAT ARRANGEMENT NOT TO CONSTITUTE AN ENFORCEABLE CONTRACT—HONOURABLE UNDERTAKING BETWEEN THE PARTIES—MEMORANDUM EXPRESSED NOT TO BE SUBJECT TO LEGAL JURISDICTION OF THE COURTS—INTENTION OF THE PARTIES—ENFORCEABILITY—REPUGNANCY—WHETHER AGAINST PUBLIC POLICY.

A document signed by the parties contained the following clause: "This arrangement is not entered into, nor is this memorandum written as a formal or legal agreement, and shall not be subject to legal jurisdiction in the Law Courts . . . but it is only a definite expression and record of the purpose and intention of the . . . parties concerned, to which they each honourably pledge themselves with the fullest confidence, based upon past business with each other, that it will be carried through by each of the . . . parties with mutual loyalty any friendly co-operation."

Held, that the above clause showed a clear intention by the parties that the rest of the agreement contained in the memorandum was not to affect their legal relations, or be enforceable in a court of law, but should only be an expression of honourable intentions not subject to legal jurisdiction, and therefore no action could be maintained on the agreement.

Appeal from the decision of Bailhache, J. The plaintiffs carried on business in New York as dealers in carbonised papers, and the defendants were manufacturers of that class of papers in this country. For a number of years prior to July, 1913, the plaintiffs and the defendants, Crompton and Bros., Limited, had done business together in the export of these papers to the United States. In July, 1913, the parties entered into an agreement which they reduced into writing. The agreement contained the clause on which the main question in the action arose. That clause was as follows: "This arrangement is not entered into, nor is this memorandum written as a formal or legal document, and shall not be subject to legal jurisdiction in the law courts either of the United States or England, but it is only a definite expression and record of the purpose and intention of the three parties concerned, to which they each honourably pledge themselves with the fullest confidence, based upon past business with

each other, that it will be carried through by each of the three parties with mutual loyalty and friendly co-operation." Bailhache, J., thought that the clause, by itself, meant that the parties should not be under any legal obligation to each other at all. But coming to the conclusion that without this clause the agreement would create legal obligations, he held that the clause must be rejected as repugnant to the rest of the agreement. He also held that if the clause merely meant to exclude recourse to the law courts as a means of settling disputes, it was contrary to public policy as ousting the jurisdiction of the King's Court. The defendants appealed.

BANKES, L.J., stated the facts, and said: The plaintiffs allege that the document is a contract in the strict sense of the word, involving each of the parties to it in a legal obligation to perform it. The defendants, on the other hand, say that the document is nothing of the kind, because it expressly provides that it shall not involve any of the parties in any legal obligation to perform any of its terms. There is, I think, no doubt that it is essential to the creation of a contract, using that word in its legal sense, that the parties to an agreement shall not only be *ad idem* as to the terms of their agreement, but that they shall have intended that it shall have legal consequences, and be legally enforceable. In the case of agreements regulating business relations, it follows almost as a matter of course that the parties intend legal consequences to follow. In the case of agreements regulating social engagements, it equally follows almost as a matter of course that the parties do not intend legal consequences to follow. In some cases, such as *Balfour v. Balfour*, 1919, 2 K.B. 571, the law will from the circumstances of the case simply imply that the parties did not intend that their agreement should be attended by legal consequences. It no doubt sounds in the highest degree improbable that two firms in this country arranging with a firm in the United States the terms upon which a very considerable business should be carried on between them over a term of years should not have intended that their agreement as to those terms should be attended by legal consequences. It cannot, however, be denied that there is no reason in law why they should not so provide, if they desire to do so. The question, therefore, in the present case resolves itself into a question of construction. I see nothing in the surrounding circumstances which could justify an interpretation of the language used by the parties in the document of July, 1913, in any other than its ordinary meaning. The document itself is a curious one from a drafting point of view. A skilled draftsman could easily have rendered the discussion which has taken place in the court below and in this court impossible. As it is, the draftsman appears at times to have remembered, and at times to have lost sight of, the object he is alleged to have had in view. For instance, the document opens with a clause apparently studiously worded to avoid the usual appearance of a contract. The draftsman then adopts language which at times is strongly suggestive of a contract, and at times indicates something other than a contract. Then follows what is said to be the governing clause; and the document concludes with language suggestive of a contract. What I have called the governing clause is not couched in legal phraseology. A great deal more is said than need have been said in order to record the intention of the parties. I read it as a genuine attempt by someone not a skilled draftsman to go much further than merely providing a means for ousting the jurisdiction of the Courts of Law. There is no ground for suggesting that the language used in the clause is not a *bona fide* expression of the intention of the parties. If so, it appears to me to admit of but one construction, which applies to and dominates the entire agreement. The intention clearly expressed is that the arrangement set out in the document is only an honourable pledge and that all legal consequences and remedies are excluded from it. If this is the true construction of the clause, it must govern the entire arrangement, and there is consequently no room for the principle upon which the learned judge decided this part of the case. It would no doubt have simplified matters if the clause in question had been inserted at the head of the document, or even at the end, rather than in the position it occupies. I attribute its position to the want of that skill in drafting, of which the document affords plenty of evidence, rather than to any want of *bona fides* in the language used. Once it is established that the language of the clause is the *bona fide* expression of the intention of the parties, the matter is, in my opinion, concluded, and it becomes manifest that no action can be maintained upon the agreement contained in the document of 1913.

SCRUTTON, L.J., after referring to the facts, said: In my view the learned judge adopted a wrong canon of construction. He should not seek the intention of the parties, as shown by the language they use, in part of that language only, but in the whole of that language. It is true that in deeds and wills where it is impossible from the whole of the contradictory language used to ascertain the true intention of the framers, resort may be had, but only as a last expedient, to what Sir George Jessel called "the rule of thumb" (*In re Bywater*, 18 Ch. D. 17, 20) of rejecting clauses as repugnant according to their place in the document, the later clause being rejected in deeds and the earlier in wills. But before this heroic method is adopted of finding out what the parties meant by assuming that they did not mean part of what they have said, it must be clearly impossible to harmonise the whole of the language they have used. Now it is quite possible for parties to come to an agreement by accepting a proposal with the result that the agreement concluded does not give rise to legal relations. The reason of this is that the parties do not intend that their agreement shall give rise to legal obligations. This intention may be implied from the subject matter of the agreement, but it may also be expressed by the parties. In social and family relations such an intention is readily implied, while in business matters the opposite would ordinarily follow. But I can see no reason why, even in business matters, the parties should not intend to rely on each

other's good faith and honour, and to exclude all idea of settling their disputes by any outside intervention with the accompanying necessity of expressing themselves so precisely that outsiders may have no difficulty in understanding what they mean. If they clearly express such intention I can see no reason in public policy why effect should not be given to their intention. Both legal decisions and the opinions of standard text writers support this view. I come to the same conclusion as the learned judge, that the particular clause in question shows a clear intention by the parties that the rest of their arrangement or agreement shall not affect their legal relations, or be enforceable in a court of law, but only be an expression of honourable intentions not subject to legal jurisdiction. If the clause stood first in the document the intention of the parties would be plain. In the present case I think the parties, in expressing their vague and loosely worded agreement or arrangement, have expressly stated their intention that it shall not give rise to legal relations, but shall depend only on mutual honourable trust. This destroys the decision of Bailhache, J., so far as it is based on the view that the document of July, 1913, gives rise to legal rights which can be enforced.

ATKIN, L.J., dealing with the agreement of July, 1913, said: In this document, construed as a whole, I find myself driven to the conclusion that the clause in question expresses in clear terms the mutual intention of the parties not to enter into legal obligations in respect to the matters upon which they are recording their agreement. I see nothing necessarily absurd in business men seeking to regulate their business relations by mutual promises which fall short of legal obligations of either honour or self-interest, or perhaps both. In this agreement I consider the clause is a dominant clause and not to be rejected, as the learned judge thought, on the ground of repugnancy. I might add that a common instance of effect being given in law to the express intention of the parties not to be bound in law is to be found in cases where parties agree to all the necessary terms of an agreement for purchase and sale, but subject to a contract being drawn up. The words of the preliminary agreement in other respects may be apt and sufficient to constitute an open contract, but if the parties in so agreeing make it plain that they do not intend to be bound except by some subsequent document, they remain unbound, though no further negotiations are contemplated. On this, the main question, I agree with the judgments of the other members of the court. Appeal allowed.—COUNSEL: *Sir John Simon, K.C., T. Eastham, K.C., and J. Wylie; R. A. Wright, K.C., and C. J. Conway.* SOLICITORS: *Raupe, Johnstone & Co. for Addleshaw, Sons & Latham, Manchester; Wild, Collins & Crosse.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

Court of Criminal Appeal.

REX v. FORDE. 12th and 19th March.

CRIMINAL LAW—INDECENT ASSAULT—DEFENCE—GIRL UNDER SIXTEEN YEARS—REASONABLE BELIEF THAT SHE WAS OVER THAT AGE—CRIMINAL LAW AMENDMENT ACT, 1922, 12 & 13 Geo. 5, c. 56, ss. 1, 2.

The appellant pleaded guilty to an indictment charging him with indecent assault on a girl aged fifteen years. The appellant was under twenty-three years of age, and it was argued on his behalf that reasonable cause to believe that the girl was over the age of sixteen years was a valid defence to the charge. By s. 1 of the Criminal Law Amendment Act, 1922, "It shall be no defence to a charge or indictment for an indecent assault on a child or young person under the age of sixteen to prove that he or she consented to the act of indecency," and by s. 2, "Reasonable cause to believe that a girl was of or above the age of sixteen years shall not be a defence to a charge under sections 5 and 6 of the Criminal Law Amendment Act, 1885 . . . Provided that in the case of a man of twenty-three years of age or under the presence of reasonable cause to believe that the girl was over the age of sixteen years shall be a valid defence on the first occasion on which he is charged with an offence under this section."

Held, that the defence under the proviso to s. 2 was not available to the appellant, notwithstanding that the only assault alleged against him was the act of carnal knowledge. Whether or not the appellant had reasonable cause for believing that the girl was over the age of sixteen years was a question of fact.

Appeal from conviction (on the appellant's own confession) on certificate of the trial judge. The facts appear from the judgment.

AVORY, J., read the judgment of the court (Lord Hewart, C.J., Avory and Salter, J.J.): This appeal raises a question regarding the meaning and effect of ss. 1 and 2 of the Criminal Law Amendment Act, 1922. The appellant, who is under twenty-three years of age, pleaded guilty to a count in the indictment charging him with indecent assault on a girl under sixteen years of age, contrary to s. 52 of the Offences against the Person Act, 1861. Another count in the indictment charged him with carnal knowledge of the same girl, contrary to s. 5, s.s. (1), of the Criminal Law Amendment Act, 1885. Counsel for the prosecution at the trial accepted this plea and elected not to proceed further on the indictment, and the appellant thereupon became entitled, if he had so insisted, to have a verdict of Not Guilty recorded on the charge of carnal knowledge, the prosecution having admitted that the only indecent assault alleged was the act of carnal knowledge. The learned Recorder of London has granted a certificate for an appeal to this court upon the grounds "that the alleged indecent assault consisted solely in the act of carnal knowledge of a girl under sixteen by a man under twenty-three who had, in law and in fact, a complete defence to such an act of carnal knowledge." From the

observations made by the Recorder it appears that he was under the impression that it was for him to determine as a question of fact whether the appellant had in the circumstances reasonable grounds for believing that the girl was of or above the age of sixteen years. In this view we think he was wrong. The words in the first proviso to s. 5 of the Criminal Law Amendment Act, 1885, ". . . if it shall be made to appear to the Court or jury before whom the charge shall be brought," have always been construed to apply respectively to the Court—that is to say, the magistrate or justices before whom the accused is brought with a view to his committal for trial, and the jury when he is put upon his trial. This proviso is repealed by the Act of 1922, and although the proviso to s. 2 of that Act does not contain the words "the Court or jury," we think that upon the trial this question of fact is to be determined by the jury. But it may be assumed for the purposes of this appeal that the prosecution was satisfied that, if the indictment had been proceeded with on the charge of carnal knowledge, the appellant would have a good defence under the proviso to s. 2 of the Act of 1922, and for that reason accepted the plea to the indecent assault. The first question that arises is whether this court can entertain the appeal. A plea of Guilty having been recorded, this court can only entertain an appeal against conviction if it appears (1) that the appellant did not appreciate the nature of the charge or did not intend to admit he was guilty of it, or (2) that upon the admitted facts he could not in law have been convicted of the offence charged. The first ground is not open to the appellant, as he was advised by counsel of experience who had given careful consideration to the facts and to the provisions of the amending statute of 1922, but it has been strenuously contended by Mr. Merriman in an able argument that upon the admitted facts the appellant could not in law have been convicted of the indecent assault. He invited the court to say that the defence provided in s. 2 of the Act of 1922 was in the circumstances equally available upon the charge of indecent assault—an offence dealt with in s. 1—and that the statute should be so construed as to avoid the absurdity which otherwise would result in circumstances such as those of the present case. In support of this argument he cited cases in which the language of a statute has been construed in a modified sense with reference to the obvious intention of the Legislature, but the authorities are clear that, if there is nothing to modify, nothing to alter, nothing to qualify the language, it must be construed in the ordinary and natural meaning of the words and sentences. The words of the statute cannot be construed, contrary to their meaning, as embracing cases merely because no good reason appears why those cases should be excluded. It is not the duty of the court to make the law reasonable, but to expound it as it stands, according to the real sense of the words. Applying that principle, we can find no justification for reading the proviso to s. 2 of the Act, which in terms is limited to charges of offences under that section, as applicable to a charge of indecent assault, which is separately dealt with in s. 1. It is only by a benevolent construction that any effect can be given to this proviso, seeing that no offence is created by s. 2, but if it be assumed to apply to charges under ss. 5 or 6 of the Criminal Law Amendment Act, 1885, which are referred to in the earlier part of the section, there is no canon of construction which would justify the court in applying it to s. 1, bearing in mind the various forms of indecent assault which do not amount to carnal knowledge. The result of this legislation is that a boy who is tempted and induced to have carnal knowledge of a girl who misrepresents herself to be over sixteen and who appears to be so has no possible answer if he is charged with indecent assault and not with the full offence. It is to be observed that the effect of the proviso to s. 2 being applied to charges under ss. 5 or 6 of the Criminal Law Amendment Act, 1885, will be to afford a new defence to a man under twenty-three years of age who has carnal knowledge of an idiot or imbecile female contrary to s.s. (2) of s. 5 of that statute, a result which probably was never intended, seeing that the object of the Act of 1922 was to curtail and not to extend the defences which were previously open to the accused. Other serious questions will arise in the practical application of this proviso with regard to the burden of proof and the manner in which it is to be ascertained whether or not the accused has been previously charged with an offence under the section, whatever that may mean, and the effect of such evidence in a case where the previous charge has been dismissed. Any such questions will have to be determined when they arise, and we express no opinion upon them in anticipation. For the reasons given the court is of opinion that this appeal must be dismissed.—COUNSEL: *Boyd Merriman, K.C., and Walter Frampton; Eustace Fulton; SOLICITORS: Percy Robinson & Co.; Wontner and Sons.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

At Westminster Police Court on 4th inst., says *The Times*, William Alexander Reid, of Rockingham-street, Newington-butts, was charged with cruelty to a black gelding by working it while it was suffering from sores and general debility. A veterinary surgeon said the animal was considerably over twenty years of age, and was quite unfit for work and ought to be destroyed. The defendant stated that he had paid £4 10s. for the horse; he had just started in business and borrowed the money. Mr. Francis, in ordering the defendant to pay a fine of 5s. and the veterinary surgeon's fee of 15s., and the animal to be destroyed, remarked that he was not at all sure that the person who sold the horse to the defendant ought not to be in some way before the court. He had no doubt plenty of people would write letters to the papers and say the defendant ought to be sent to prison. "If they do," added the magistrate, "I dare say they can be answered."

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In Parliament.

House of Commons.

Questions.

JUDGE'S MARSHALS.

Mr. AMMON (Camberwell, North) asked the Attorney-General what were the salaries paid to judge's marshals during the past year; and what duties they performed?

The ATTORNEY-GENERAL: The total sum paid to judge's marshals by way of fees for the year ending 31st March, 1923, was £2,881 4s. The duties of the judge's marshal are those of a private secretary in attendance upon the judge.

EXPATRIATED ALIENS (STATUS).

Sir A. HOLBROOK (Basingstoke) asked the Prime Minister whether he will appoint a committee of legal experts to consider and advise on the status of individuals of foreign birth who, having expatriated themselves from the country of their origin, have established here their permanent home, but have not taken out letters of naturalisation; whether he will consider the existing administration of the Home Office, which, ignoring expatriation recognises the varying municipal laws of foreign States as operating in this country for determining such status; and if he will consider the amendment of such administration to secure to the expatriated individual resident here such rights and privileges as are, or should be, accorded to him by English law?

Mr. BALDWIN: I am not aware of any reason for the appointment of the committee suggested in the first paragraph of the question. If my hon. and gallant Friend will supply my right hon. Friend the Secretary of State for the Home Department with any facts in illustration of the second paragraph, which, in his opinion, show that the administration of the Home Office is wrong, I am confident that they will be given full consideration. In the meantime, the last part of the question does not arise.

HOUSE PROPERTY (QUINQUENNIAL VALUATION).

Mr. BECKER (Richmond) asked the Chancellor of the Exchequer if his attention has been called to the quinquennial assessment of house property; if he is aware that these assessments are in some cases in excess of rent; that in the case of house income tax payable on these new assessments the tenant will have to pay the tax in so far as the assessment exceeds the rent; and will he have this matter immediately reviewed?

Major BOYD-CARPENTER: The present revaluation for income tax purposes is being made in accordance with old established law under which the annual value of property is the rack-rent at which it is let, or worth to be let, by the year. If the rent paid by a tenant is not a rack-rent, namely, where the tenant undertakes also to bear the cost of repairs, the rack-rent value of the property would often be in excess of the actual rent, and often has so been in the past. If the hon. Member has in mind any case in which the circumstances are not considered to be such as to justify an excess, and will let me have the necessary particulars, I will gladly have the matter investigated.

(2nd May.)

JUDGES AND COUNSEL (LITIGANTS' COMPLAINTS).

Mr. NEWBOLD (Motherwell) asked the Attorney-General whether he is aware that counsel's fees are treated as an honorarium and are not recoverable by the person who has paid them; that there are occasions when counsel have been paid their fees but do not attend the case for which the fee has been paid; that the litigant cannot bring any action for negligence nor for the return of the fees; and whether he will introduce legislation to put an end to this immunity of counsel?

The ATTORNEY-GENERAL: Counsel's fees are in law an honorarium, and are not recoverable from the client. The occasions when counsel have neither attended a case nor provided a substitute must be very exceptional, and I do not think that any counsel would insist on retaining his fee in such circumstances. The answer to the last part of the question is in the negative.

Mr. NEWBOLD asked the Attorney-General whether he is aware that the private litigant has no right of action against counsel for negligence or fraud in carrying out their professional duties, and that solicitors, architects, engineers, doctors, and other professional men are liable to their clients for negligence or fraud in the execution of their professional duties; and whether he will take steps to introduce legislation withdrawing the privileges of members of the bar so far as such privileges render them immune from actions for negligence or fraud?

The ATTORNEY-GENERAL: I am not aware, and it is not the fact, that counsel are immune from actions for fraud. It is the fact that counsel are not liable to be sued for negligence, just as they are not entitled to sue for their fees. I do not think that an alteration of the law in this respect would be to the advantage either of clients or of the bar.

HOUSE PROPERTY (INCOME TAX ASSESSMENTS).

Mr. GALBRAITH (Surrey, Eastern) asked the Chancellor of the Exchequer whether he is aware that in many districts in East Surrey the new assessments for Schedule A are on the average from 50 to 100 per cent. over those previously existing; will he say what is the basis upon which the new assessments have been made and, in particular, whether any valuation was made for such purpose; and, if so, when and by whom?

Mr. BALDWIN: The revaluation for Income Tax purposes which is now proceeding in accordance with the decision reached by Parliament last year, is being made under the old-established law which, broadly speaking, provides that the annual value of property is the rack rent at which it is let or is worth to be let by the year. My hon. Friend will appreciate that in these circumstances the assessment is normally governed by the rent actually paid. As regards properties occupied by the owner, it is commonly the case that a fair estimate of the annual value is readily obtainable by reference to the actual rents paid for similar adjacent properties. In cases of special difficulty an expert valuation has been made and placed at the disposal of the Local Commissioners by whom the assessments are made.

IMPRISONMENT FOR DEBT.

Mr. D. G. SOMERVILLE (Barrow-in-Furness) asked the Home Secretary whether he is aware that expert opinion is in favour of the reform of the law regarding imprisonment for debt; and whether he will consider the introduction of other methods of dealing with this offence?

Mr. LOCKYER-LAMPSON: I am aware that the law on the subject has been criticised. My right hon. Friend could not propose legislation.

(3rd May.)

INCOME TAX.

Mr. GRAHAM WHITE (Birkenhead, East) asked the Chancellor of the Exchequer if he will initiate legislation to make provision in the Income Tax Acts whereby fees paid for professional advice and assistance in the preparation of returns may be deducted in preparing the statement of income from all sources?

Mr. BALDWIN: I regret I cannot see my way to adopt the hon. Member's suggestion.

Mr. F. GRAY: Is it not a fact that it is already allowed in respect of commercial accounts?

Mr. BALDWIN: I do not think that is any reason why I should give it away.

LAND DUTIES (REPAYMENT).

Mr. MACLAREN (Stoke-on-Trent) asked the Chancellor of the Exchequer the total amount paid back to landowners by the Government consequent upon the abolition of the land taxes of the Finance Act, 1909-10?

Mr. BALDWIN: The total repayments to 30th April, 1923, under Section 57 (3) of the Finance Act, 1920, are as follows:—

	£
Increment Value Duty ..	418,450
" (annual) ..	26,043
Undeveloped Land Duty ..	154,286
Reversion Duty ..	239,984
	<hr/>
	£838,763

PATENTS (APPLICATIONS).

Mr. EDE (Wimbledon) asked the President of the Board of Trade the number of applications for patents that have been submitted to his Department but have not been adjudicated upon; whether he has received any representations from the Association of British Chambers of Commerce or other similar organisation that undue congestion and delay occur in this matter; and what steps, if any, he proposes to take to remedy the existing state of affairs?

Viscount WOLMER: The number of applications for patents awaiting examination in the Patent Office is approximately 6,000. The congestion of work has been principally due to the arrears caused by war conditions, and the revival of foreign applications suspended during the War. Every possible step has been taken by a temporary increase of the staff and otherwise, to remedy the existing conditions, and the arrears have been reduced by over 3,000 cases during the last two years at an increasing rate, and I have every hope that the return to normal conditions will not long be delayed. Representations with regard to the congestion of work in the Patent Office were received from the Association of British Chambers of Commerce some time ago, and since then they have expressed themselves as satisfied with the steps which have been taken to deal with the arrears. (8th May.)

New Bills.

Agriculture Wages Boards Bill—"to establish Wages Boards in the agricultural industry for the fixing of minimum rates of wages; and for other purposes in connection therewith," Mr. Noel Buxton, on leave given. [Bill 113.] (2nd May.)

Hereditary Titles (Termination) Bill—"to provide for the termination of hereditary titles among his Majesty's subjects," Mr. Ponsonby, on leave given. [Bill 120.]

Railways Act (1921) Amendment Bill—"to amend the Railways Act, 1921," Mr. Palmer, on leave given. [Bill 121.]

Trade Boards Bill—"to amend and consolidate the law relating to Trade Boards," presented by Sir Montague Barlow. [Bill 119.] (8th May.)

Motions.

LAND VALUES (RATING AND TAXATION.)

2nd May. Moved by Mr. Emlay Jones:—"That this House is of opinion that the value of land apart from improvements belongs of right to the whole community and is a proper source of public revenue; requests the Government to make a complete valuation of the land showing its present true market value apart from improvements so that taxation and rating of land values may displace the taxes, obstructive to industry and harmful to trade, that are now levied by Parliament, and the local authorities; recognises that this reform has been practically and successfully initiated in other countries; and declares that it is urgently demanded in this country as a just and expedient method for opening new avenues to steady employment, encouraging house building, restoring prosperity to agriculture, and assuring to industry the fruits of industry."

Debate adjourned.

CATHOLIC SCHOOLS.

Moved by Mr. T. P. O'Connor:—"That the present system of imposing upon the Catholics of England the burden of building their own schools is contrary to religious and economic equality, and that the system of complete educational equality existing in Scotland should, with the necessary changes, be adopted in England."

Motion agreed to.

Bills in Progress.

2nd May. Increase of Rent and Mortgage Interest (Continuance of Restrictions) Bill—read a Second time, considered in Committee, and read a Third time and passed.

3rd May. Rent Restrictions (Notices of Increase) Bill, as amended in the Standing Committee, considered.

4th May. Workmen's Compensation Bill—On Motion of Mr. J. H. Thomas, read a Second time and committed to a Standing Committee.

7th May. Special Constables Bill, as amended in the Standing Committee, read a Third time by 287 to 107, and passed.

Explosions Bill (Lords)—read a Second time and committed to a Standing Committee.

Forestry (Transfer of Woods) Bill—read a Second time and committed to a Standing Committee.

Mines (Working Facilities and Support) Bill (Lords)—read a Second time by 214 to 76, and committed to a Standing Committee.

Salmon and Freshwater Fisheries Bill, as amended in the Standing Committee, considered and read the Third time, and passed.

8th May. Rent Restrictions (Notices of Increase) Bill—read a Third time by 286 to 169, and passed.

Viscount Curzon, M.P., was fined £3 at Guildford on 4th inst. for exceeding the motor speed limit on the Hog's Back. A police witness said that he estimated the speed from forty to forty-five miles per hour. When stopped, Viscount Curzon said, "Can't you see your way not to report the matter? I would take a lot more notice of a caution." Viscount Curzon also remarked, "I don't want any more endorsements on my licence. I have got so many that they are falling off."

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New Orders.

Orders in Council.

THE MAINTENANCE ORDERS (FACILITIES FOR ENFORCEMENT) ACT, 1920.

Orders in Council have been issued extending the Maintenance Orders (Facilities for Enforcement) Act, 1920, to the Oversea Territories named below. The Act provides for the enforcement in England and Ireland of maintenance orders made by a court in any part of His Majesty's Dominions outside the United Kingdom or in any British Protectorate to which it extends, and the legislatures of the undermentioned Territories, to which it has now been extended, have made reciprocal provisions for the enforcement therein of maintenance orders made by Courts in England and Ireland:—

South Australia.

The Northern Territory of Australia.

Barbados.

British Guiana.

The Colony and Protectorate of Kenya.

The Colony and Protectorate of Sierra Leone.

The operation of the above-mentioned Orders in Council is confined to England and Northern Ireland, and similar provision has not yet been made as regards the Irish Free State by the Government of that State.

Colonial Office,

3rd May, 1923.

[For a list of the Dominions as to which such Orders have been made see a reply in the House of Commons, *ante*, p. 521.]

Home Office.

THE FAIRS ACT, 1871.

(34 & 35 VICT. c. 12.)

CHESHAM (BUCKINGHAMSHIRE) FAIRS.

The Secretary of State for the Home Department hereby gives notice, that a representation has been duly made to him by the Chesham Urban District Council to the effect that it would be for the convenience and advantage of the public that the Fairs which have been annually held on the 21st April, 22nd July, and 28th September, at Chesham, in the county of Buckingham, should be abolished.

On the 4th day of June, 1923, the Secretary of State will take such representation into consideration, and any person who may desire to object to the abolition of the Fairs should intimate his objections to the Secretary of State before that day.

Home Office,

Whitehall.

30th April, 1923.

Ministry of Health.

LOCAL BONDS FOR HOUSING.

By the terms of s. 7 of the Housing (Additional Powers) Act, 1919, a Local Authority may, with the consent of the Minister of Health, borrow any sums which they have power to borrow for the purposes of the Housing Acts, by the issue of Local Bonds in accordance with the provisions of that Act. This will include any loans for which they may obtain loan sanction under the Housing Acts in connection with the proposals contained in the Housing Bill now before Parliament.

Local Bonds bear interest at such rates as the Treasury may fix. The rate of interest on Local Bonds issued on or after 1st April, 1922, was fixed

at 5 per cent. per annum. His Majesty's Treasury have decided that the rate of interest on Local Bonds issued on or after the 7th instant shall be 4½ per annum.

If however a Local Authority satisfies the Minister of Health that a different rate can properly be fixed, he will be prepared to ask the Treasury to fix a special rate for that authority.

Ministry of Health,

Whitehall.

4th May.

THE CANAL BOATS ORDER, 1922.

The Minister of Health in pursuance of the powers vested in him by Section 10 of the Canal Boats Act, 1884, and of all other powers enabling him in that behalf, upon the representation of the Chief Inspector of Canal Boats and of divers registration and sanitary authorities under the said Act, hereby Declares as follows:—

1. (1) Subject as hereinafter provided the Canal Boats Act, 1877 [40 & 41 Vict. c. 60], and the Canal Boats Act, 1884, shall apply to every vessel which would be within the definition of canal boat contained in Section 14 of the first-mentioned Act if such vessel were not registered under the Merchant Shipping Act, 1894 to 1921, although such vessel may be so registered.

(2) Nothing in this Order shall apply to:—

(a) any sea-going ship, or

(b) any sailing barge of the class generally known as "Thames Sailing Barge," whether registered in the Port of London or elsewhere.

2. This Order may be cited as the Canal Boats Order, 1922.

10th July, 1922.

Societies.

Gray's Inn Moot Society.

A Moot was held in Gray's Inn Hall on Monday night, before Sir Hugh Fraser and Benchers of the Inn. The following case was argued:—
[For the case, see *ante*, p. 526.]

Counsel for the appellants were Mr. M. Williams and Mr. C. L. Lamb; and Mr. G. Younger appeared with Mr. C. W. Measor for the respondents.

Sir Hugh Fraser, in dismissing the appeal, said that in regard to the question as to whether speaking of the words, which were admittedly actionable, by the husband A to the wife B amounted to publication in law. It had been contended that the law was correctly laid down in *Wesman v. Ash*, 1853, 13 C.B. 836, and that this case was inconsistent with the case of *Wenhak v. Morgan*, 1888, 20 Q.B.D. 635. He thought that the Divisional Court had correctly stated the law in the latter case, which suggested two points—first, was such a communication between husband and wife a publication in law? And, secondly, if it was, was it on an occasion of absolute privilege? As to the first point, there was no authority for the contention that the old common law doctrine was not applicable. The Married Women's Property Act did not destroy or abrogate the existing rule as to the unity of husband and wife in a case to which it did not directly apply. It was not necessary for him to rule as to whether there was absolute privilege in the case of communications between husband and wife; but it would require considerable argument to convince him there was not.

As to whether there was absolute privilege in the case of a communication by a Bar student to the barrister of whom he was a pupil, the basic foundation of the law as to privilege was, that it was not always desirable in the public interest to inquire whether certain acts were malicious or not. There was little authority dealing with this particular matter. The law was correctly laid down by Lord Bowen in *Broune v. Dunn*, 1893, 6 The Reports [H.L.], 67. No action would lie in regard to communication between solicitor and his client concerning relevant matter, irrespective of malice, and it was held in *Adam v. Ward*, 1917, A.C. 309, that this privilege was not limited to solicitors, but was extended to others engaged in legal proceedings. There was no difference between a discussion by two counsel about a matter in which one was professionally engaged and a similar discussion between a barrister and his pupil. In *Edmondson v. Birch*, 1905, 2 K.B. 523, it was laid down that where a duty formed a ground of privilege, the person so privileged was entitled to introduce a third person when that was necessary in the ordinary and reasonable course of business. It was clear that the communication between a barrister and a pupil came within this principle, and for reasons of public policy he held that no action could lie with reference to any communication by counsel to a Bar student dealing with a matter in which he was professionally engaged, and which was germane to that matter—as he held the particular statement in this case was—irrespective of any possible malice.

Auctioneers and Estate Agents.

The Auctioneers and Estate Agents' Institute held their annual dinner at the Connaught Rooms, Thursday evening, the 3rd inst., Mr. James S. Motion presiding.

Sir William Wells, Past-President, in proposing the toast of the "Imperial Parliament," referred to the Bill for the registration of estate agents now before Parliament. Those promoting the Bill had no wish to create a

monopoly, they only wished to do that which was of the greatest benefit to the community at large. Sir Edgar Chatfield-Clarke, M.P., and Rear-Admiral Sir Guy Gaunt, M.P., replied to the toast.

The President, replying to the toast of the Institute, proposed by Lieutenant-Colonel Sir Archibald Weigall said that no one had been admitted to membership of the Institute without examination. The College of Estate Management had also made great strides, and last year two-thirds of the successful candidates for admission to the Institute were students of the college. He wished the House of Commons had taken its courage in both hands and made up its mind to terminate the Rent Restrictions Act this year, which would have meant the early return of normal construction of houses.

Colonel George Edward Kent, J.P., senior partner in the firm of Messrs. King & King, of 46, Commercial-road, Portsmouth, was on the 4th inst. elected president of the Institute for the ensuing year in succession to Mr. James S. Motion. A Hampshire man, having been born in 1852 at North End, then a suburb of Portsmouth, Colonel Kent is a Fellow of the Surveyors' Institution and of the Auctioneers' Institute, and became a member of the Council of the latter body in 1913, and a vice-president in 1919; he is also a patron and governor of the College of Estate Management. The new president was article to the firm of which he is now head and which has existed for nearly a century, serving under Mr. William, subsequently Sir William King and Mr. Thomas King, and became a partner in 1876.

A Freemason, Colonel Kent, was initiated into the Phoenix Lodge, of which he is now Father, in 1875; he became Master in 1895, Provincial Grand Junior Warden in 1899, and Provincial Grand 3rd Principal Royal Arch in 1910. For twenty-two years he was treasurer to the Phoenix Lodge, retiring last December. He is hon. treasurer of the Bishop of Winchester's Fund, which has raised nearly £50,000 for the purpose of building six new churches in Portsmouth, five of which are completed and in use.

Claim against the Air Council.

In the action of *Rowland v. The Air Council*, in which the plaintiff sued the Air Council for damages for alleged breach of contract and infringement of patent, Mr. Justice Russell, on 21st February last, on a preliminary contention raised by the defendant Council, held that, although s. 10 (1) of the Air Force (Constitution) Act, 1917, directed that the Air Force might sue and be sued, the section, as a whole, was intended to authorise the use of a name, and not to confer new rights upon subjects in derogation of the Crown's prerogative. He therefore decided that the action was not maintainable, and dismissed it (see *The Times* of 22nd February last, and 39 *The Times* L.R., 228).

When the case came on that point before the Court of Appeal, that court says *The Times* (the Master of the Rolls and Warrington and Younger, L.J.J.), expressed a doubt whether the action, as framed, could succeed, even if the Air Council were liable to be sued. The court, therefore, while declining to express any opinion whether Mr. Justice Russell's decision were right or wrong, ordered the action to come on again for hearing on the question of liability alone, the parties to have an opportunity of considering, and, if necessary, amending their pleadings, or the framing of the action. The order made by Mr. Justice Russell, as purporting to dismiss the action, was discharged.

English Patents in the Free State.

Considerable doubt has existed among patentees since the advent of the Irish Free State as to the protection of their interests in Ireland until the Dublin Executive formulated their patent regulations. The Secretary of the Institute of Patentees, says *The Times*, stated last Saturday that the position has now been defined.

Pending legislation, which is being considered, dealing with patents, trade marks, and designs in the Free State, no action is necessary in regard to those granted or approved before 6th December, 1922. Where applications have been lodged, but a decision was not given by the Patent Office before 6th December, 1922, particulars should be furnished to the Ministry of Industry and Commerce (Department of Trade and Shipping), Dublin. Applications arising after 6th December, 1922, should be addressed to the above-named Ministry. Receipts of these latter applications is noted without payment of fees. The scale of fees will be notified to applicants before the applications are finally dealt with.

The Executive Committee of the League of Nations Union has unanimously approved the following resolution:—That in view of the offer which Germany has made to the Allied and Associated Governments the League of Nations Union is of opinion that the time has now arrived when the British Government should suggest that the closely connected questions of Reparations, Inter-Allied Debts, Security of Frontiers, and Limitation of Armaments should be referred to the Council of the League, and that Germany should be immediately invited to become a member of that Council.

Company.

Alliance Assurance Company.

The Annual General Court of the Alliance Assurance Company was held on 9th May at the head office, Bartholomew-lane, E.C. Mr. Charles Edward Barnett (chairman) presided.

After expressing regret at the death of Lord Portman, who had been a director of the Alliance for twenty-five years, and mentioning that his brother, Captain the Hon. Gerald Berkeley Portman, had been elected to fill the vacancy, the Chairman went on to say that the appointment to the board of Sir Christopher Thomas Needham (the Chairman of the National Boiler Company) would come up for confirmation. Proceeding, the Chairman alluded to the results in the various departments. In the life department the net new business completed during the year amounted to £1,826,496. This showed a reduction of about 10 per cent. on the business of the previous year, an experience shared by many of the leading life companies. The claims by death were somewhat heavier, but were still well below the amount reserved for them by the mortality tables used in the valuation. Four years of the current quinquennium had now expired, and the profits made, so far, gave them every reason to anticipate that next year they would be able to resume their bonus on participating policies at the pre-war rates, even without taking into account the large appreciation in the values of their Stock Exchange securities on the life fund. The quinquennial valuation of one of their life funds (the Provident) was made at the end of the year, and as a result of this valuation bonuses at a satisfactory rate were allotted to the participating policy-holders in the fund. The proportion of the surplus belonging to the shareholders, viz., £12,885, appeared in the profit and loss account for the year. The combined life accounts premium income was £1,185,665, and the combined life and annuity funds amounted to £18,648,732. As to the sinking fund and capital redemption account, this business was progressing. The total funds were now well over £1,000,000, there having been a considerable increase during the year. In the fire account the premium income was somewhat less (about £57,000) than in the previous year. The decrease was to be attributed to the condition of trade throughout the world, and particularly in this country, and the home business was that in which they were more interested than in any other. The ratio of losses to premiums was somewhat smaller than that of the previous year, and the ratio of expenditure showed some reduction, in spite of the diminished income. In consequence of the smaller income the reserve for unexpired risks, which was 40 per cent. of the premium income for the year, was this year reduced by £23,147, and this amount had been added to the additional reserve. The total fire insurance fund thus remained unaltered at £2,286,592.

REDUCED EXPENSES.

After dealing with the salient figures in the Marine, Accident, and Trustee Departments, he recapitulated the main items of the profit and loss account, observing that the balance carried forward on profit and loss account was £1,025,422, as against a balance of £948,875 at the beginning of the year. They would all agree, he said, that the results of the year's working had been on the whole quite satisfactory. The question which was causing them some concern was that of expenses. It called for constant attention on the part of the management, and it was satisfactory to know that a reduction was shown. As regards the balance-sheet, the assets set forth were in the aggregate fully of the value stated therein, and the book values of the Stock Exchange securities were in the aggregate under the market values. In fact, there was a considerable appreciation in values. Since the close of the year they had entered into an agreement for the purchase of the shares of the National Boiler and General Insurance Company, Ltd., which agreement became absolute on the 30th January last. The transaction, therefore, did not appear in their accounts for the past year. In conclusion, the Chairman thanked the local boards, agents, and other representatives of the company, both at home and abroad, for their valued services.

The report and accounts were unanimously confirmed.

The retiring directors, Messrs. C. E. Barnett, T. H. Burroughs, A. F. Buxton, and Major Gerald M. A. Ellis, were unanimously re-elected.

The election to the board of Sir Christopher Thomas Needham and Captain the Hon. Gerald Berkeley Portman was unanimously confirmed.

The Hon. Reginald S. Fremantle moved the re-election of the auditors, Messrs. Kemp, Chatteris, Nichols, Sendell & Co., which, having been seconded, was unanimously agreed to.

On the motion of Mr. John Hedges, seconded by Mr. T. Holland, a cordial vote of thanks was accorded to the Chairman, the board, and the staff.

Legal News.

Information Required.

Information is required as to the whereabouts of Edward Henry Huggett Weston, formerly of "Ballington," Sudbury, Suffolk, who left England nearly forty years ago, but heard of in 1902 at 488, Mott Avenue, New York. He was last heard of in October, 1907, at 824, Flatbush Avenue, Flatbush, Long Island, U.S.A. If Mr. Weston, or, if dead, his next-of-kin, will communicate with Frederick John Argles, Solicitor, 12, Mill-street, Maidstone, Kent, England, he or they will hear of something to his or their advantage.

Dissolution.

JAMES C. CALVERT and R. H. LEECH (Marsh, Son & Calvert), Doctors' Nook, Leigh, Lancashire. 31st December, 1922. James Capstick Calvert has retired from practice, and Richard Henry Leech continues to carry on the said business under the same style and at the same address. [Gazette, 1st May.]

General.

Mr. John George Lincoln, of Chertsey, Registrar of the Chertsey County Court, whose body was found in the Thames, left estate of gross value £6,986.

Mr. William Warren, J.P. (83), of Claremont, Newton Park, Leeds, Solicitor, formerly for some years solicitor to the Yorkshire Brewers' Association and the Leeds Licensed Victuallers' Association, left estate of gross value £35,815 (net personalty, £23,456).

Judge Arthur O'Connor, K.C., of Dunsdale, Poole-road, Bournemouth, at one time a prominent member of the Nationalist Party in the House of Commons, County Court Judge of the Durham Circuit, and afterwards for the Dorset Circuit, who died on 30th March, aged seventy-eight, left £2,043.

The Chancellor of the Exchequer received at the Treasury on 4th inst. a deputation from the staff side of the Civil Service National Whitley Council, with whom he discussed the claim that arbitration machinery should be re-instituted in the Civil Service. The following agreed official statement was issued:—"The Chancellor of the Exchequer accepted the principle of arbitration, and was prepared to consider favourably any scheme for the purpose that would include the necessary safeguards. He suggested that the question could best be thrashed out in detail by a small committee representing the official and staff sides."

The Times correspondent, in a message from Wellington of 3rd inst., says:—"Sir Francis Bell has accepted the Presidency of the New Zealand League of Nations Union. Addressing the Union he commended warmly the endeavour being made to arouse the peoples to prevent their Governments from ignoring the League. Drawing attention to the power of the League as an economic weapon, he said: "With this it is hoped to end war, and I for one believe that the end of war is in sight, but that cannot be so long as eligible nations are excluded from the League." The difficulty of the admission of Germany would be overcome in time. The American proposal to join the Court was a tremendous advance, making the creation of a National Tribunal more than an ideal aspiration. Sir Francis Bell warned his audience against imagining that this world movement was confined to Christian nations or thinking that the League diminished patriotism."

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Forms of Proposal and full information can be obtained at the Society's Office.

G. H. MAYNE, Secretary

A *Reuter's* message from Washington of 7th inst. says:—The Supreme Court has decided that the United States Government can compel masters of vessels arriving here to submit manifests declaring all articles that are on board. The decision was given in the case of the vessel *Sisco*, which claimed that it was unnecessary to report the presence of opium on board because the importation of that drug was prohibited. The case establishes a precedent in the enforcement of the prohibition and anti-drug laws.

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON			
	EMERGENCY	APPEAL COURT	Mr. Justice	Mr. Justice
	ROTA.	No. 1.	EVE.	ROWER.
Monday ..May 14	Mr. Garrett	Mr. More	Mr. Bloxam	Mr. Hicks Beach
Tuesday	Synge	Jolly	Hicks Beach	Bloxam
Wednesday ..	Hicks Beach	Garrett	Bloxam	Hicks Beach
Thursday	Bloxam	Synge	Hicks Beach	Bloxam
Friday	More	Hicks Beach	Bloxam	Hicks Beach
	Mr. Justice	Mr. Justice	Mr. Justice	Mr. Justice
	SARGANT.	RUSSELL.	ASTBURY.	P. O. LAWRENCE.
Monday ..May 14	Mr. More	Mr. Jolly	Mr. Garrett	Mr. Synge
Tuesday	Jolly	More	Synge	Garrett
Wednesday ..	More	Jolly	Garrett	Synge
Thursday	Jolly	More	Synge	Garrett
Friday	More	Jolly	Garrett	Synge

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 25, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac & speciality. [ADVT.]

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, May 4.
IBERSON LTD. May 18. Frederick S. Culley, Bank-plain, Norwich.
MINING CLAIMS LTD. June 4. H. Rule, 840, Salisbury House, E.C.2.
FOSTER, MARTIN & CO. LTD. May 18. J. Edward Myers, F.C.A., Trafalgar-bldgs., Northumberland-av., W.C.2.
WILLIAM EHRHARDT LTD. June 30. Theodore D. Neal, 110, Edmund-st., Birmingham.
BEVAN & CO. (IRON & BRASS) FOUNDERS LTD. May 14. Frederick Jennings, 14, Green-st., Neath.
W. J. BRISTOW & CO. LTD. June 9. Frank T. Shearcroft, 22, Newgate-st., E.C.1.
MIDLAND COUNTIES GLUE CO. LTD. May 20. Arthur Lewis Ains, 2A, Sheep-st., Northampton.
MAYO FOSTER & CO. LTD. June 30. F. Spurgeon Page, 104, High Holborn, W.C.1.
ECLIPSE MACHINE CO. LTD. June 5. Robert Cocks, Liquidator.
THE SCORTON BRICK & TILE WORKS LTD. June 15. Harry Sansom, Court-chmbrs., Albert-rd., Middlebrough.
FERGUSON & BRUTY LTD. Forthwith. Arthur R. Ormsby, 12, College-green, Dublin.
London Gazette.—TUESDAY, May 8.
THE CENTRAL CONFECTIONERY CO. LTD. June 8. Oliver Sunderland, 15, Eastcheap, E.C.3.
LUNE MILLS CO. LTD. June 15. Alfred E. Travis, 4, Chapel-walks, Manchester.
THE WEAVER'S REFINING CO. LTD. June 14. Thomas F. Hughes, 57, Devonshire-rd., Cloughton, Rirkenhead.
HERNSTADT, LESTER & CO. LTD. May 31. Walter L. Sibley, 23, King-st., E.C.2.
VICTORY HALLS LTD. June 7. James M. Sibbald, Smith's Bank-chmbrs., Market-place, Derby.
WILLIAM BRATTIE & CO. (BRISTOL) LTD. June 30. Arthur Collins, 28, Baldwin-st., Bristol.
LADOGA LTD. June 22. Victor Wells, 2, Walbrook.

Bankruptcy Notices.

London Gazette.—FRIDAY, May 4.

RECEIVING ORDERS.

ANDREWS, GEORGE, Three Bridges, Marine Store Dealer. Brighton. Pet. March 12. Ord. May 1.
BACKHOUSE, SAMUEL, Liverpool, Dairyman. Liverpool. Pet. April 10. Ord. May 2.
BEARDALL, GEORGE A., Rochdale, Wholesale Hardware Dealer. Rochdale. Pet. May 1. Ord. May 1.
BIRKS, O. M. M., Pall Mall, High Court. Pet. March 29. Ord. April 27.
BOOTH, JANE A., Shaw, near Oldham. Oldham. Pet. May 1. Ord. May 1.
BOWEN, THOMAS, Caerphilly, Butcher. Pontypriid. Pet. April 16. Ord. May 1.
CHARLESWORTH, JAMES, Leicester. Leicester. Pet. May 1. Ord. May 1.
CHELLEW, HENRY, Queen's Club Gardens, W., Doctor of Science. High Court. Pet. March 28. Ord. May 1.
COCHRANE, WILLIAM B., Croydon, Cricket Bat Manufacturer. Croydon. Pet. April 30. Ord. April 30.
COOLEY, JOHN W., Gedney, Lincoln, Cycle Factor. King's Lynn. Pet. May 1. Ord. May 1.
COX, WILLIAM, Kingswood, Glos., Slaughterman. Bristol. Pet. April 30. Ord. April 30.
DAVISON, ERNEST W., Pontefract, Grocer. Wakefield. Pet. April 30. Ord. April 30.
DAVIS, J. L., John-st., Adelphi. High Court. Pet. April 6. Ord. May 1.
EDWARDS, ALFRED, St. George's, near Wellington, Salop, Miner. Shrewsbury. Pet. May 1. Ord. May 1.
ELLIS, MYER, Leeds, Tailor. Leeds. Pet. May 2. Ord. May 2.
EMSON, THOMAS W., Brighton, Florist. Brighton. Pet. April 28. Ord. April 28.
FIELD, WILLIAM G., Deptford, Merchant. High Court. Pet. Dec. 15. Ord. May 1.
FREEMAN, JOSEPH, Gateshead, Draper. Newcastle-upon-Tyne. Pet. April 19. Ord. April 30.

GIBSON, JOSEPH, Bebsale, Northumberland, Licensed Victualler. Newcastle-upon-Tyne. Pet. April 21. Ord. April 30.
GINSBORO, N., Bishopsgate, Forwarding Agent. High Court. Pet. March 29. Ord. May 2.
GREEN, JOHN T., Leamington, School Proprietor. Warwick. Pet. April 30. Ord. April 30.
HARPER, ERNEST T., Wormegay, Norfolk, Schoolmaster. King's Lynn. Pet. May 2. Ord. May 2.
HARRIS, JOHN, Nuneaton, Electrical and General Engineer. Coventry. Pet. April 30. Ord. April 30.
HITCHCOCK, ALFRED E., Addison Court-gdns., Company Director. High Court. Pet. April 4. Ord. May 2.
HOARE, GEOFFREY R., Little Cadogan-place, Automobile Agent. High Court. Pet. Feb. 26. Ord. May 2.
JAGGER, EDWIN, Manchester, Tobacconist and Stationer. Manchester. Pet. May 1. Ord. May 1.
JOYNSON, GERALD, Banbury, Oxford. Banbury. Pet. Jan. 25. Ord. April 30.
KELLET, CHARLES N., and **LISHMAN, JOHN**, Bradford, Stuff Merchants. Bradford. Pet. May 2. Ord. May 2.
LAWRENCE, H., Chapel-st., Islington, Grocer. High Court. Pet. April 16. Ord. May 2.
MARSH, HARRY, Doncaster, Boot Maker. Sheffield. Pet. May 1. Ord. May 1.
MASON, ALAN B., Brighton, Engineer. Brighton. Pet. May 1. Ord. May 1.
MATTHEW, ADAM, Alnwick, Painter. Newcastle-upon-Tyne. Pet. May 1. Ord. May 1.
METCALF, JOSEPH N., Newcastle-upon-Tyne, Egg Merchant. Newcastle-upon-Tyne. Pet. May 1. Ord. May 1.
MOFFITT, ANDREW, Stanhope-st. High Court. Pet. Feb. 20. Ord. May 2.
MORGAN JOHN H. M. M., Brighton, Bookseller. Brighton. Pet. May 1. Ord. May 1.
OAKLEY, CHRISTOPHER T., East India Dock-rd., Tobacconist. High Court. Pet. May 1. Ord. May 1.
PARKHURST, PERCY, South Croydon, Antique Dealer. High Court. Pet. May 1. Ord. May 1.
PARTIDGE, ARTHUR J., Brerley Hill, Staffs, Boot Repairer. Stourbridge. Pet. April 28. Ord. April 28.
PETCH, THEOPHILUS J., Dewsbury, Tailor. Dewsbury. Pet. April 30. Ord. April 30.
RANSOME, JOSEPH, Kilburn, Farmer. Northallerton. Pet. April 17. Ord. April 17.
ROOKES, WILLIAM P., Bishopstoke, Hants, Chemist. Southampton. Pet. May 1. Ord. May 1.
SIMS, EDGAR M., Kirton-in-Lindsey, Lincs, Butcher. Great Grimby. Pet. April 30. Ord. April 30.
SLATER, JOHN J. G., Manchester, Barrister-at-Law. Manchester. Pet. March 28. Ord. April 30.
STUDWICK, JAMES, Shalford, Guildford Motor Engineer. Guildford. Pet. May 1. Ord. May 1.
SWERLOW, SOLOMON, Liverpool, Tailor's Cutter. Liverpool. Pet. May 2. Ord. May 2.
SWINBURN, JOHN T., Great Grimby, Grocer and Caterer. Great Grimby. Pet. May 1. Ord. May 1.
WALKER, JOHN F., Sutton-in-Ashfield, Notts, Coal Miner. Nottingham. Pet. April 30. Ord. April 30.
WALTHO, PETER, Wolverhampton, Birmingham. Pet. April 13. Ord. April 30.
WILKINS, CHARLES H., Southampton, Builder. Southampton. Pet. April 6. Ord. May 2.
WILLIAMS, DAVID, Newcastle Emlyn, Carmarthen, Haulage Contractor. Carmarthen. Pet. May 2. Ord. May 2.
WILLIAMS, ERNEST C., St. Philips, Bristol, Florist. Bristol. Pet. May 1. Ord. May 1.
WILLIAMS, WILLIAM H., Risca, Mon., Beerhouse Keeper. Newport (Mon.). Pet. May 1. Ord. May 1.

London Gazette.—TUESDAY, May 8.

ACOCK, CHARLES T., Tylorstown, G'am., Assistant Repairer. Pontypriid. Pet. May 3. Ord. May 3.
AIRIKES, H. J., Leighton, nr. Ironbridge, Shrewsbury. Pet. Apr. 10. Ord. May 2.
ALDS, HARRY R., Ipswich, Draper. Ipswich. Pet. May 3. Ord. May 3.
ANDREWS, GEORGE, H., Walthamstow, Corn and Seed Merchant. High Court. Pet. May 4. Ord. May 4.
BERRY, HARRY, Parkgate, nr. Rochester, Fish and Chip Vendor. Sheffield. Pet. May 3. Ord. May 3.
BRIGGS, ERNEST, Bradford, Hairdresser. Bradford. Pet. May 4. Ord. May 4.
BRIGGS, WILLIAM AND ALFRED, Fred. Hemmingsfield, Haulage Contractors. Barnsley. Pet. May 4. Ord. May 4.
BRIESTON, SAMUEL F. E., Birmingham, Wholesale Warehouseman. Birmingham. Pet. May 5. Ord. May 5.
CALVERT, JACOBUS, Huddersfield, Manufacturing Chemist. Huddersfield. Pet. May 5. Ord. May 5.
CARTLEDGE, THOMAS, Tunstall, Cinema Proprietor. Hailey. Pet. May 3. Ord. May 3.

CHALLENGER, JESSE R., Shrewsbury, Builder. Shrewsbury. Pet. May 2. Ord. May 2.
CHARLTON, LEONARD V. R., Kingston, Surrey, Clerk. Kingston. Pet. Feb. 21. Ord. May 3.
COOPER & COOPER, Woodbridge, Merchants, Ipswich. Pet. April 17. Ord. May 4.
CUNLIFFE, CHARLES, Southport, Seedsman. Liverpool. Pet. May 5. Ord. May 5.
DORR, ALFRED T., Bristol, House Decorator. Bristol. Pet. May 3. Ord. May 3.
EMERSON, HENRY, Manchester, Lincs, Fish Fryer. Great Grimby. Pet. May 4. Ord. May 4.
EMSON, HAROLD AND VERNON, Henry R., Manchester, Printers. Manchester. Pet. May 5. Ord. May 5.
EVANS, ERNEST T., Newtown, Mon, China Dealer. Newtown. Pet. May 1. Ord. May 1.
FAWCETT, ASA, Southport, Pianoforte Dealer. Liverpool. Pet. May 4. Ord. May 4.
GOLDMAN, HYMAN, Manchester, Travelling Draper. Manchester. Pet. May 3. Ord. May 3.
HALL, FREDERICK V., Loughton, Edmonton. Pet. April 4. Ord. May 2.
HASLAM, W. I. C., Wimbledon, Kingston. Pet. April 6. Ord. May 3.
HAWORTH, JOHN, Accrington, Fruiterer. Blackburn. Pet. May 5. Ord. May 5.
HEATH, THOMAS, Nottingham, Machinist. Nottingham. Pet. May 21. Ord. May 4.
HODGES, FREDERICK, Wells, Somerset, Motor Engineer. Wells. Pet. May 3. Ord. May 3.
HOPKINS, WILLIAM J., Troedyrhiw, Glam., Licensed Victualler. Merthyr Tydfil. Pet. May 3. Ord. May 3.
LAMYMAN, JONATHAN, Tattershall, Lincs, Builder. Lincoln. Pet. May 4. Ord. May 4.
LEWIS, CHARLES W., Potter's Bar, Barnet. Pet. Jan. 27. Ord. May 4.
LOPE, THOMAS F., Ipswich, Greengrocer. Ipswich. Pet. May 3. Ord. May 3.
MCCABE, FRANCIS A., Byfleet, Engineer. Kingston. Pet. Feb. 5. Ord. May 3.
MELLER, CHARLES, Bedale, Tailor, Northallerton. Pet. May 2. Ord. May 2.
MENKES, WILLIAM D., Fleetwood, Commission Agent. Blackpool. Pet. May 4. Ord. May 4.
MILLS, ARTHUR S., Pontardawe, Painter. Neath. Pet. May 4. Ord. May 4.
MILLS, HARRY T., Aylesbury, Licensed Victualler. Aylesbury. Pet. May 5. Ord. May 5.
MOSS, HAROLD, Manchester, Merchant. Manchester. Pet. May 4. Ord. May 4.
MURPHY, WILLIAM, Norwich, Newspaper Canvasser. Norwich. Pet. May 3. Ord. May 3.
OATLEY, WILLIAM B., Spalding Moor, Yorks, Stationer. Kingston-on-Hull. Pet. May 4. Ord. May 4.
PEARSON, MARY AND PEARSON, JOHN L., Hutton, nr. Bedale, Farmers. Northallerton. Pet. May 3. Ord. May 3.
PIKE, STUART N., Swan-st., Minorities, Tea Merchant. High Court. Pet. May 4. Ord. May 4.
RAPTON, WILLIAM, Monkgate, Yorks, Glass Merchant. York. Pet. May 4. Ord. May 4.
REED, STANLEY T., Ipswich, Wine Merchant. Ipswich. Pet. May 4. Ord. May 4.
RESNDA, JOSEPH, Pockham, Restaurant Proprietor. High Court. Pet. April 10. Ord. May 3.
RILEY, PERCY, Draycott, Boot Dealer. Derby. Pet. May 3. Ord. May 3.
SCHOFIELD, GEORGE P., Haslingden, Lancs, Fruit and Potato Merchant. Blackburn. Pet. May 4. Ord. May 4.
SCHOFIELD, HORACE, Helmsford, Fruit and Potato Merchant. Blackburn. Pet. May 4. Ord. May 4.
TAYLOR, WILLIAM J., and **TAYLOR, PERCY C.**, Grays, Essex, Coal Merchants. Chelmsford. Pet. May 3. Ord. May 3.
TUNSTALL, WILLIAM, Birmingham, Grocer. Birmingham. Pet. May 5. Ord. May 5.
VERITY, ALBERT W., Bradford, Electrician. Bradford. Pet. May 3. Ord. May 3.
WATSON, ERIC D., Maldenhead, Flour Dealer. High Court. Pet. March 28. Ord. April 19.
WILCOX, RICHARD H., Birmingham, Haulier. Birmingham. Pet. April 17. Ord. May 3.
WILLIAMS, RICHARD P., and **WILLIAMS, WILLIAM P.**, Dolbenham, Carnarvon, Drapers and Grocers. Portmadoc. Pet. May 4. Ord. May 4.
WILSON, ARTHUR, Thurston, Yorks, Confectioner. Sheffield. Pet. May 4. Ord. May 4.
WILSON, NELLIE E., Clarges-st. High Court. Pet. Feb. 28. Ord. May 3.
WILSHIRE, GEORGE, Verham Dean, nr. Andover, Grocer. Salisbury. Pet. May 3. Ord. May 3.
WINDLE, THOMAS E., Barnoldswick, Cotton Salesman. Bradford. Pet. March 28. Ord. May 4.

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